

**Exhibit B**

**Backstop Commitment Letter**

**EXECUTION VERSION**

March 16, 2021

Fieldwood Energy LLC  
NewCo  
Holdings  
Credit Bid Purchaser  
2000 W. Sam Houston Pkwy. S., Suite 1200  
Houston, TX 77042  
Attention: Mike Dane

**Up to \$185,000,000 Second Lien Exit Facility  
Backstop Commitment Letter**

In connection with that certain *Joint Chapter 11 Plan of Fieldwood Energy LLC and its Affiliated Debtors*, dated January 1, 2021 (as may be amended, supplemented or otherwise modified from time to time in accordance herewith, the “**Plan**”), filed in the United States Bankruptcy Court for the Southern District of Texas Houston Division (the “**Bankruptcy Court**”) in Case No. 20-33948 at Docket No. 722 by Fieldwood Energy LLC (the “**Company**”) and the other Debtors, the entities listed on **Schedule I** hereto (the “**Backstop Parties**”) have been requested by the Company (“**you**”; provided that, upon the execution of this Backstop Commitment Letter by NewCo, Holdings (as defined in the Term Sheet (as defined below)) and Credit Bid Purchaser, “**you**” shall refer, collectively, to the Company, NewCo, Holdings and Credit Bid Purchaser) to commit to provide to Holdings, subject solely to the conditions precedent set forth and described herein and in the Summary of Principal Terms and Conditions attached as **Annex A** hereto (the “**Term Sheet**”), a second lien senior secured exit term loan facility in an aggregate principal amount of up to \$185,000,000. To the extent not defined in this letter (together with the Term Sheet and any schedules annexes and exhibits hereto, this “**Backstop Commitment Letter**”) or the Term Sheet, each capitalized term shall have the meaning assigned to it in the Plan, as in effect on the date hereof, or in an amended, modified, or supplemented Plan in form and substance acceptable to Backstop Parties holding a majority of the principal amount of the commitments hereunder as of the date of this Backstop Commitment Letter set forth above, without giving effect to any assignments or assumptions of commitments pursuant to Section 3 below (the “**Majority Backstop Parties**”).

**1. Commitment to Provide Second Lien Exit Facility.**

Each Backstop Party hereby commits, severally and not jointly, to provide (or to cause to be provided by an affiliated fund, a related fund or a seasoning institution to be reasonably agreed) a portion of the Second Lien Exit Facility, in the amounts set forth on **Schedule I** hereto for each such Backstop Party and on the terms and subject solely to the conditions set forth or described in this Backstop Commitment Letter, resulting in an aggregate commitment of all Backstop Parties hereunder in an amount of \$185,000,000.

**2. Purposes; Certain Conditions.**

The Second Lien Exit Facility shall be made available on the Closing Date (as defined in the Term Sheet) to Holdings for the purposes and subject to the terms as set forth in the Term Sheet. The commitments of the Backstop Parties in respect of the Second Lien Exit Facility and the funding of the Second Lien Exit Facility are subject solely to the conditions precedent set forth in this Backstop Commitment Letter, any of which may be waived or modified by or with the consent of the Majority Backstop Parties and you.

**3. Allocation to Other DIP Lenders.**

The Backstop Parties intend to offer the other DIP Lenders the opportunity to provide a portion of the Second Lien Exit Facility on the Closing Date in a manner described in this Section 3.

a) DIP Replacement Second Lien Loans

Each DIP Lender that is not a Backstop Party will be given the opportunity to provide a portion of the Second Lien Exit Facility consisting of DIP Replacement Second Lien Loans in an amount equal to its ratable share thereof, which ratable share shall be calculated based upon a percentage equal to the percentage of loans and commitments held by such DIP Lender under the DIP Facility on the date of this Backstop Commitment Letter.

b) New Money Second Lien Loans

Each DIP Lender that is not a Backstop Party and chooses to provide its ratable portion of the DIP Replacement Second Lien Loans as provided in Section 3(a) above will be given the opportunity to provide a portion of the Second Lien Exit Facility consisting of New Money Second Lien Loans in an aggregate amount equal to (i) 75% *multiplied by* (ii) the percentage of loans and commitments of such DIP Lender under the DIP Facility on the date of this Backstop Commitment Letter. With respect to each DIP Lender which chooses to provide such portion of New Money Second Lien Loans and actually funds, or causes to be funded, its commitments with respect to the Second Lien Term Loans on the Closing Date, and with respect to each Backstop Party which funds, or causes to be funded, its remaining commitments hereunder with respect to New Money Second Lien Loans, such percentage of New Money Second Lien Loans shall be referred to as the “**New Money Second Lien Term Loans Allocation Percentage**”.

c) Joinders by DIP Lenders; Reduction of Backstop Commitment Percentages

Any DIP Lender (other than a Backstop Party) who chooses to provide a portion of the Second Lien Exit Facility in accordance with this Section 3 (each a “**Participating DIP Lender**”) shall execute and deliver a joinder agreement to this Commitment Letter in a form substantially consistent with **Annex C** hereto or otherwise reasonably satisfactory to the Company and the Majority Backstop Parties (a “**DIP Lender Joinder**”) providing for the assumption of a portion of the commitment with respect to the Second Lien Exit Facility specified in such DIP Lender Joinder.

Upon the execution and delivery of a DIP Lender Joinder by a Participating DIP Lender, the commitment amounts of the Backstop Parties shall be reduced by the commitment amounts with respect to the Second Lien Exit Facility assumed by such Participating DIP Lender as follows:

(i) *first*, solely with respect to the commitments of the DIP Lender Backstop Parties identified as such on **Schedule I** hereto, pro rata among such DIP Lender Backstop Parties based on the Backstop Commitment Percentages of such DIP Lender Backstop Parties set forth in **Schedule I** attached hereto until the Backstop Commitment Percentages of such DIP Lender Backstop Parties have been reduced, with respect to 100% of the DIP Replacement Second Lien Loans and with respect to 75% of the New Money Second Lien Loans, to percentages which correspond to the percentage of the loans and commitments of such DIP Lender Backstop Parties (or their respective affiliates) under the DIP Facility on the date of this Backstop Commitment Letter; and

(ii) *thereafter*, with respect to the commitments of the Non-DIP Lender Backstop Parties identified as such on **Schedule I** hereto, pro rata among such Non-DIP Lender Backstop Parties based on the Backstop Commitment Percentages of such Non-DIP Lender Backstop Parties set forth in **Schedule I** attached hereto.

#### 4. Certain Fees and Payments.

As consideration for the commitments and obligations of the Backstop Parties and the Participating DIP Lenders hereunder, the Company, NewCo, Holdings and/or Credit Bid Purchaser, as applicable, shall pay, or cause to be paid, the fees and premiums set forth in this Section 4 and the other payments required by this

Backstop Commitment Letter in the manner and form set forth herein (including, for the avoidance of doubt, the Upfront Fee described in the Term Sheet) and issue, or cause to be issued, the New Money Warrants.

a) Backstop Commitment Premium

On the Closing Date, NewCo shall pay or cause to be paid to each Backstop Party a premium in the form of New Equity Interests in a percentage equal to the Backstop Commitment Premium Equity Interests Total Percentage (as defined below) multiplied by the Backstop Commitment Percentage of such Backstop Party set forth in **Schedule I** (the “**Backstop Commitment Premium**”).

“**Backstop Commitment Premium Equity Interests Total Percentage**” shall mean a percentage equal to (i) \$14.8 million *divided by* (ii) the Buy-In Equity Value.

“**Buy-In Equity Value**” shall mean (i) the Set-Up Equity Value *multiplied by* (ii) 70.0%.

“**Set-Up Equity Value**” shall mean (i) Consideration (as defined in the Credit Bid Purchase Agreement), excluding the Credit Bid Purchaser’s assumption of the Assumed Liabilities (as defined in the Credit Bid Purchase Agreement (as defined below)) *plus* (ii) the amount of cash on the consolidated balance sheet of the Credit Bid Purchaser on the Effective Date, on a pro forma basis giving effect to the Credit Bid Transaction and any increase thereof resulting from the Equity Rights Offering (as defined in **Annex B**) consummated on the Closing Date, *minus* (iii) the amount of the First Lien Exit Facility on the Closing Date *minus* (iv) the amount of the Second Lien Exit Facility on the Closing Date.

The Backstop Commitment Premium shall be fully earned, nonrefundable and non-avoidable upon entry of the Commitment Approval Order (as defined in **Annex B**), and shall be paid by NewCo, free and clear of any withholding or deduction for any applicable taxes, on the Closing Date.

b) New Money Warrants

On the Closing Date, NewCo shall issue, or cause to be issued, to each Second Lien Term Lender a percentage of the New Money Warrants equal to the New Money Second Lien Term Loans Allocation Percentage of such Second Lien Term Lender on the Closing Date.

c) Alternative Transaction Premium

The Company shall pay, or cause to be paid, to each Backstop Party an alternative transaction premium (the “**Alternative Transaction Premium**”) in an amount equal to 5.00% of the Backstop Commitment Amount of such Backstop Party set forth on **Schedule I** at the Alternative Transaction Premium Time (as defined below). The Alternative Transaction Premium shall be paid in cash, shall be paid regardless of whether the commitments are in effect at the Alternative Transaction Premium Time and shall be fully earned when due, and shall be nonrefundable and non-avoidable when paid. For the avoidance of doubt, in no event shall the Alternative Transaction Premium be payable if the Closing Date occurs nor shall there be any circumstance when both the Alternative Transaction Premium and the Backstop Commitment Premium shall be due and payable.

“**Alternative Transaction Premium Time**” means (i) the date of the consummation of any sale, transfer or other disposition of all or a material portion of the Acquired Interests (as defined in the Credit Bid Purchase Agreement), (ii) the date of the consummation of any series of sales, transfers or other dispositions of any portion of the Acquired Interests that, when taken collectively, constitutes a disposition of all or a material portion of the Acquired Interests, in each case under clause (i) or (ii), to any person or persons other than the Credit Bid Purchaser (or another special purpose entity formed by or at the direction of the Prepetition FLTL Lenders for the purpose of consummating the Credit Bid Transaction or a 363 Credit Bid Transaction), or (iii) the date of the consummation of any plan of reorganization, winding up, liquidation, sale or disposition, reorganization, merger or restructuring of the Company or any of the other Debtors (other than (x) the

“Restructuring” and “Restructuring Transactions” as defined in and contemplated under the Restructuring Support Agreement, or (y) any liquidation under Chapter 7 of the Bankruptcy Code pursuant to which a material portion of the Acquired Interests are a part of the liquidating estate) without the use of the commitments hereunder, regardless of whether such plan or other transaction contemplates a sale of assets of the Debtors, a recapitalization or any alternative structure; provided, that the Alternative Transaction Premium Time shall not be deemed to have occurred if (1) the Backstop Parties shall have failed to comply with the PA Execution Covenant (as defined below) or (2) the Credit Bid Purchase Agreement is effectively terminated pursuant to Section 8.1(b)(iii), 8.1(c)(vi) (solely if the Backstop Parties or their affiliates commit to support the Equity Rights Offering and the Equity Rights Offering is not consummated as a result of the breach of such commitment by a Backstop Party or any affiliate of a Backstop Party), or 8.1(d) thereof.

d) Fees Generally

You agree that once paid, the fees or any part thereof payable hereunder will not be refundable under any circumstances. Unless specifically provided otherwise herein, all fees payable hereunder will be paid in immediately available funds and shall be in addition to any reimbursement of each Backstop Party's out-of-pocket expenses to the extent reimbursable pursuant to this Backstop Commitment Letter. All amounts payable in cash under this Backstop Commitment Letter will be made in United States dollars and, in any case, shall not be subject to counterclaim or set-off for, or be otherwise affected by, any claim or dispute relating to any other matter. Each Backstop Party and, to the extent applicable each Participating DIP Lender, may allocate, in whole or in part, to its affiliates, related funds or one or several intermediate holding companies all fees, the New Money Warrants and the Backstop Commitment Premium payable or to be issued to it hereunder in such manner as it and such affiliates, related funds or applicable intermediate holding company shall agree in their sole discretion and upon such allocation any such fees shall be payable and any such Backstop Commitment Premium and New Money Warrants shall be issued to such affiliate or related fund; *provided* that any person to whom any Backstop Commitment Premium or New Money Warrant is paid or issued shall make to NewCo, in writing, representations substantially consistent with the representations set forth in Section 11 prior to such issuance or payment. You agree that, other than as expressly provided in this Backstop Commitment Letter, no agents, co-agents, arrangers, or co-arrangers will be appointed, no titles will be awarded and no compensation will be paid in connection with the Second Lien Exit Facility to anyone else unless the Company and the Majority Backstop Parties so agree. The provisions for the payment of the Backstop Commitment Premium and the Alternative Transaction Premium (the applicable premium, the “**Commitment Premium**”), the Expense Reimbursement, and any indemnification and expense obligations provided herein, including, without limitation, Section 5, are an integral part of the transactions contemplated by this Backstop Commitment Letter and without these provisions, the Backstop Parties would not have entered into this Backstop Commitment Letter.

e) Tax Treatment

Each of the parties intends that, for U.S. federal income tax purposes, the Backstop Commitment Premium and the Alternative Transaction Premium shall each be treated as either option premium or else as a payment in respect of the termination of a right or obligation with respect to a capital asset, and in each case not as “fixed or determinable annual or periodical” income within the meaning of Sections 1441 and 1442 of the Internal Revenue Code of 1986, as amended. Each party shall file all tax returns consistent with such treatment. Each party agrees that the Backstop Commitment Premium and the Alternative Transaction Premium shall be paid free and clear of any withholding or deduction for any applicable taxes.

## 5. Indemnification and Expenses.

You agree to reimburse the Backstop Parties for all reasonable and documented out-of-pocket fees, costs and expenses (including the fees and expenses of the Ad Hoc Group of Secured Lenders Advisors and legal counsel for the Second Lien Exit Facility Agent (and, in the case of an actual or perceived conflict of interest where the Backstop Party affected by such conflict informs you of such conflict and thereafter retains its own

counsel, of one firm of counsel (and local counsel, if applicable) for all such affected Backstop Parties, taken as a whole)) incurred in connection with the Second Lien Exit Facility, including, without limitation, the allocation thereof to Participating DIP Lenders, any “seasoning” and similar costs and fees charged by any seasoning institution and the preparation, negotiation and execution of the Second Lien Exit Facility Documents and the enforcement of any rights and remedies under this Backstop Commitment Letter, whether or not the Closing Date occurs or any Second Lien Exit Facility Documents are executed and delivered or any extensions of credit are made under the Second Lien Exit Facility (the foregoing reimbursement obligations, the “**Expense Reimbursement**”), which Expense Reimbursement shall be made by Holdings or the Credit Bid Purchaser (i) to the extent invoiced at least two business days prior to the Closing Date, on the Closing Date or (ii) otherwise, after the Closing Date, within five (5) business days after the date of the invoice for such fees, costs or expenses. Notwithstanding anything in this Backstop Commitment Letter to the contrary, the Company shall be liable for the Expense Reimbursement solely in the event of the termination of the commitments of the Backstop Parties hereunder (other than a termination as a result of the occurrence of the Closing Date), in which case such Expense Reimbursement shall be made by the Company within five (5) business days after the date of the invoice for such fees, costs or expenses; *provided* the Company shall have no liability for the Expense Reimbursement if the Credit Bid Purchase Agreement is effectively terminated pursuant Section 8.1(b)(iii), 8.1(c)(vi) (solely if the Backstop Parties or their affiliates commit to support the Equity Rights Offering and the Equity Rights Offering is not consummated as a result of the breach of such commitment by a Backstop Party or any affiliate of a Backstop Party), or 8.1(d) thereof.

You agree to indemnify and hold harmless each of the Backstop Parties and their respective affiliates and controlling persons and their respective directors, officers, employees, members, agents, advisors and other representatives, successors and assigns (each, a “**Protected Party**”), within five (5) business days after a written demand therefor from and against all claims, damages, liabilities and out-of-pocket expenses that may be incurred by or asserted or awarded against any Protected Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding (each, a “**Proceeding**”) or preparation of a defense in connection therewith) any aspect of the Second Lien Exit Facility (or any use made or proposed to be made with the proceeds thereof) or this Backstop Commitment Letter, except to the extent such claim, damage, liability or expense (a) in any case (x) is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from fraud, the gross negligence or willful misconduct of, or a material breach of this Backstop Commitment Letter by, such Protected Party or (y) arises from any claim, action, suit, inquiry, litigation, investigation or proceeding that does not involve an act or omission of you or any of your respective affiliates and that is brought by an Protected Party against any other Protected Party, or (b) in the case of indemnification by the Company pursuant to this paragraph, is found in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from fraud, the gross negligence or willful misconduct of, or a material breach of this Backstop Commitment Letter by, any of Credit Bid Purchaser, NewCo or Holdings. In the case of a Proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such Proceeding is brought by you, your respective equityholders or creditors or a Protected Party, whether or not a Protected Party is otherwise a party thereto and whether or not any aspect of the Second Lien Exit Facility is consummated.

No Protected Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to you or your respective subsidiaries or affiliates or to your or their respective equityholders or creditors arising out of, related to or in connection with any aspect of the Second Lien Exit Facility, this Backstop Commitment Letter (including, for the avoidance of doubt, the Term Sheet), except solely to you, and then solely to the extent of direct (as opposed to special, indirect, consequential or punitive) damages determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from the fraud, gross negligence, willful misconduct or a material breach by such Protected Party of its obligations under this Backstop Commitment Letter or the Second Lien Exit Facility Documents. Notwithstanding anything herein to the contrary, neither you, nor any of your respective affiliates shall be liable for any special, indirect, consequential or punitive damages (whether in contract or tort or otherwise) arising out of, related to or in connection with, this Backstop Commitment Letter, the Second Lien Exit Facility Documents or any aspect of the Second Lien



Exit Facility; provided, that nothing contained in this sentence shall limit your indemnification and reimbursement obligations to the extent such special, indirect, consequential or punitive damages are included in any third-party claim with respect to which such Protected Party is entitled to indemnification hereunder.

No Protected Party shall be liable for any damages arising from the use by others of information or other materials obtained through electronic telecommunications or other information transmission systems, other than for direct or actual damages resulting from the fraud, gross negligence or willful misconduct of, or a material breach of this Backstop Commitment Letter by, such Protected Party, in each case as determined by a final and non-appealable judgment of a court of competent jurisdiction.

The Expense Reimbursement and the indemnity obligations contained in this Section 5 shall, pursuant to the Commitment Approval Order, constitute Allowed Administrative Expense Claims, which, for the avoidance of doubt, shall be *pari passu* with all other Allowed Administrative Expense Claims.

Solely with respect to the Company, notwithstanding anything in this Backstop Commitment Letter to the contrary, this Section 5 will terminate with respect to the Company upon, and the Company shall have no further obligation to indemnify (either directly or indirectly, and regardless of when the matter alleged to be subject to indemnification occurred or when a claim therefor is first made) the Protected Parties following, the first to occur of (a) the Closing Date and (b) the effective termination of the Credit Bid Purchase Agreement pursuant to Section 8.1(b)(iii), 8.1(c)(vi) (solely if the Backstop Parties or their affiliates commit to support the Equity Rights Offering and the Equity Rights Offering is not consummated as a result of the breach of such commitment by a Backstop Party or any affiliate of a Backstop Party), or 8.1(d) thereof.

## **6. Sharing of Information; Absence of Fiduciary Relationship; Affiliate Activities.**

You acknowledge that each of the Backstop Parties (each, together with its respective affiliates, a “**Financial Firm**”) may be engaged, either directly or through affiliates, in various activities, including securities trading, investment banking and financial advisory, investment management, principal investment, hedging, financing and brokerage activities and financial planning and benefits counseling for both companies and individuals. The Financial Firms may have economic interests that conflict with those of you and your respective affiliates. In the ordinary course of these activities, each Financial Firm may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and/or financial instruments (including bank loans) for its own account and for the accounts of its customers and may at any time hold long and short positions in such securities and/or instruments. Such investment and other activities may involve securities and instruments of you and your respective affiliates, as well as of other entities and persons and their affiliates which may (a) be involved in transactions arising from or relating to the engagement contemplated by this Backstop Commitment Letter, (b) be customers or competitors of you or your respective subsidiaries or affiliates, or (c) have other relationships with you or your respective subsidiaries or affiliates. With respect to any securities and/or instruments so held by any Financial Firm or any of its customers, all rights in respect of such securities and instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion. In addition, the Financial Firms may provide investment banking, underwriting and/or financial advisory services to such other entities and persons. The Financial Firms may also co-invest with, make direct investments in, and invest or co-invest client monies in or with funds or other investment vehicles managed by other parties, and such funds or other investment vehicles may trade or make investments in securities of you or such other entities. The transactions contemplated by this Backstop Commitment Letter may have a direct or indirect impact on the investments, securities or instruments referred to in this paragraph.

The Financial Firms, in the course of such other activities and relationships, may acquire information about the transactions contemplated by this Backstop Commitment Letter or other entities and persons which may be the subject of the financing contemplated by this Backstop Commitment Letter. None of the Financial Firms and none of their respective affiliates will use confidential information obtained from you or your respective affiliates or on your or their behalf by virtue of the transactions contemplated hereby in connection

with the performance by the Financial Firms of services for other companies or other persons and none of the Financial Firms will furnish any such information to any of their other customers. You also acknowledge that the Financial Firms have no obligation to use in connection with the transactions contemplated hereby, or to furnish to you, confidential information obtained from other companies or other persons.

This Backstop Commitment Letter is the only agreement that has been entered into among us and you with respect to the Second Lien Exit Credit Facility and, together with the Plan, sets forth the entire understanding of the parties with respect thereto. However, the commitments of the Backstop Parties and the terms of the commitments of the Backstop Parties and the undertakings of the Backstop Parties hereunder are not limited to those set forth herein or in the Term Sheet

You further acknowledge and agree that (a) no fiduciary, advisory or agency relationship between you and the Financial Firms is intended to be or has been created in respect of any of the transactions contemplated by this Backstop Commitment Letter, irrespective of whether the Financial Firms have advised or are advising you on other matters, (b) the Financial Firms, on the one hand, and you, on the other hand, have an arm's-length business relationship that does not directly or indirectly give rise to, nor do you rely on, any fiduciary duty on the part of the Financial Firms (and you hereby waive and release, to the fullest extent permitted by law, any claims that you may have against the Backstop Parties and their respective affiliates with respect to any breach or alleged breach of fiduciary duty and agree that no Backstop Party shall have any liability (whether direct or indirect) to you in respect of such fiduciary duty claim or to any person asserting a fiduciary duty on behalf of or in right of you, including your respective equityholders, employees or creditors, in each case in connection with the transactions contemplated by this Backstop Commitment Letter), (c) you are capable of evaluating and understanding, and you understand and accept, the terms, risks and conditions of the transactions contemplated by this Backstop Commitment Letter, and (d) you have been advised that the Backstop Parties are engaged in a broad range of transactions that may involve interests that differ from your interests and that the Financial Firms have no obligation to disclose such interests and transactions to you by virtue of any fiduciary, advisory or agency relationship. In addition, please note that the Backstop Parties do not and have not provided accounting, tax, investment, regulatory or legal advice.

In addition, each Backstop Party, and, upon the execution of a DIP Lender Joinder, each Participating DIP Lender, acknowledges and agrees that (a) no fiduciary, advisory or agency relationship among the Backstop Parties or Participating DIP Lenders is intended to be or has been created in respect of any of the transactions contemplated by this Backstop Commitment Letter, (b) such Backstop Parties and Participating DIP Lenders have arm's-length business relationships that do not directly or indirectly give rise to any fiduciary duty on the part of any Backstop Party or Participating DIP Lender (and each Backstop Party and Participating DIP Lender hereby waives and releases, to the fullest extent permitted by law, any claims that it may have against the any other Backstop Parties and Participating DIP Lenders and their respective affiliates with respect to any breach or alleged breach of fiduciary duty and agree that no Backstop Party or Participating DIP Lender shall have any liability (whether direct or indirect) to it in respect of such fiduciary duty claim or to any person asserting a fiduciary duty on behalf of or in right of such Backstop Party or Participating DIP Lender, including its equityholders, employees or creditors, in each case in connection with the transactions contemplated by this Backstop Commitment Letter), (c) each Backstop Party and each Participating DIP Lender is capable of evaluating and understanding, and it understands and accepts, the terms, risks and conditions of the transactions contemplated by this Backstop Commitment Letter, and (d) it has been advised that the other Backstop Parties and Participating DIP Lenders are or may be engaged in a broad range of transactions that may involve interests that differ from such Backstop Party's and Participating DIP Lender's interests and that the other Backstop Parties and Participating DIP Lenders have no obligation to disclose such interests and transactions to it by virtue of any fiduciary, advisory or agency relationship. In addition, the Backstop Parties and Participating DIP Lenders do not and have not provided any accounting, tax, investment, regulatory or legal advice to the other Backstop Parties or Participating DIP Lenders.



## **7. Ratings.**

Upon entry of the Commitment Approval Order, you shall use commercially reasonable efforts to obtain, at your own expense, public ratings for the Second Lien Exit Facility from S&P Global Ratings and Moody's Investors Service, Inc., it being understood that no specific ratings need to be obtained.

## **8. Miscellaneous.**

This Backstop Commitment Letter shall not be assignable (x) by you without the prior written consent of each Backstop Party hereto (and any purported assignment without such consent shall be null and void) or (y) by any Backstop Party without the prior written consent of you (provided, for the avoidance of doubt, that the limitation on assignments shall not apply to the joinder by a Participating DIP Lender and the assumption of a portion of the commitment in accordance with Section 3(c)). This Backstop Commitment Letter is intended to be solely for the benefit of the parties hereto and the Protected Parties and is not intended to and does not confer any benefits upon, or create any rights in favor of, any person other than the parties hereto and the Protected Parties to the extent expressly set forth herein, except to the extent that you and the Backstop Parties otherwise agree in writing. The Backstop Parties reserve the right to employ the services of their affiliates in performing the obligations contemplated hereby (and, in connection with such employment and solely for the purpose thereof, the Backstop Parties may exchange with such affiliates information concerning you and your respective affiliates in connection with the Second Lien Exit Facility and, to the extent so employed, such affiliates shall be entitled to the benefits afforded to the Backstop Parties hereunder), but no Backstop Party shall be relieved of its obligations under this Backstop Commitment Letter as a result thereof, other than as specifically set forth herein.

This Backstop Commitment Letter may not be amended or any provision hereof or thereof waived or modified except by an instrument in writing signed by you and each of the Backstop Parties or, to the extent specifically set forth herein, you and the Majority Backstop Parties. Each of the parties hereto agrees that this Backstop Commitment Letter is a binding and enforceable agreement with respect to the subject matter contained herein (except as may be limited by applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness, good faith and fair dealing and equitable principles of general applicability).

Section headings used herein are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Backstop Commitment Letter. This Backstop Commitment Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Delivery of an executed signature page of this Backstop Commitment Letter by facsimile or electronic transmission (e.g., ".pdf" or ".tif") shall be effective as delivery of a manually executed counterpart hereof.

This Backstop Commitment Letter shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York and to the extent applicable, title 11 of the United States Code.

The parties hereto hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the Bankruptcy Court or, if the Bankruptcy Court abstains from exercising jurisdiction, any New York State court or, to the fullest extent permitted under applicable law, federal court sitting in the Borough of Manhattan in The City of New York over any suit, action or proceeding arising out of or relating to the Second Lien Exit Facility or the other transactions contemplated by this Backstop Commitment Letter or the performance of the obligations hereunder, and agree that any such suit, action or proceeding shall be brought in such courts. Service of any process, summons, notice or document by registered mail addressed to you or us shall be effective service of process for any suit, action or proceeding brought in any such court. The parties hereto hereby irrevocably and unconditionally waive, to the fullest extent permitted under applicable law, any objection to the laying of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or

proceeding has been brought in any inconvenient forum. The parties hereto hereby irrevocably agree to waive, to the fullest extent permitted under applicable law, trial by jury in any suit, action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of the Second Lien Exit Facility or this Backstop Commitment Letter or the performance of the obligations hereunder. A final judgment in any such suit, action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

The Backstop Parties hereby notify you that, pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law on October 26, 2001) (as amended, the “**PATRIOT Act**”), they may be required to obtain, verify and record information that identifies the Loan Parties, which information includes names, addresses, tax identification numbers and other information that will allow the Backstop Parties to identify the Borrower and guarantors in accordance with the PATRIOT Act. This notice is given in accordance with the requirements of the PATRIOT Act and is effective for the Backstop Parties.

The Alternative Transaction Premium, expense reimbursement (subject to the first paragraph of Section 5), indemnification (subject to the final paragraph of Section 5), jurisdiction, waiver of jury trial, governing law, service of process, venue, absence of fiduciary duty, affiliate activities and information provisions contained herein shall remain in full force and effect regardless of whether the Second Lien Exit Facility Documents shall be executed and delivered and notwithstanding the termination of this Backstop Commitment Letter or the commitments hereunder; provided, that your obligations under this Backstop Commitment Letter shall automatically terminate and be superseded by the provisions of the Second Lien Exit Facility Documents upon the initial funding thereunder, and you shall automatically be released from all liability in connection with this Backstop Commitment Letter at such time.

Notwithstanding anything to the contrary in this Backstop Commitment Letter, your obligations under this Backstop Commitment Letter (including the obligations to indemnify the Protected Parties and reimburse the Backstop Parties for their fees and expenses in accordance with the terms hereof) shall be subject to the approval of the Bankruptcy Court and such obligations shall not be enforceable until such Bankruptcy Court approval has been obtained.

## 9. Termination.

The Majority Backstop Parties may terminate this Backstop Commitment Letter, the commitments and the Backstop Parties’ obligations hereunder by written notice to you if: (a) the Restructuring Support Agreement is terminated or expires in accordance with its terms, is terminated by the DIP Lenders or the FLTL Lenders in accordance with its terms or otherwise ceases to be in full force and effect; (b) the Commitment Approval Order shall not have been entered on or prior to the date that is 7 days after the date this Backstop Commitment Letter is executed by the Backstop Parties and the Company (provided that, with the consent of the Majority Backstop Parties, the date under this clause (b) may be extended to a date not later than 14 days after the date this Backstop Commitment Letter is executed by the Backstop Parties and the Company); (c) if the Credit Bid Transaction is to be consummated pursuant to the Plan, the Confirmation Order shall not have been entered by the Bankruptcy Court on or prior to the Confirmation Outside Date; (d) if the 363 Credit Bid Transaction is pursued in accordance with Section 5.2(c) of the Plan, an order of the Bankruptcy Court, in form and substance acceptable to the Majority Backstop Parties, approving the 363 Credit Bid Transaction (the “**363 Sale Order**”) shall not have been entered by the Bankruptcy Court on or prior to the date that is 35 days after the Toggle Date; (e) the estimated amount of Allowed Specified Administrative Expense Claims to be satisfied under the Plan on or after the Effective Date is projected at any time prior to the Confirmation Date to exceed the Toggle Amount; (f) other than as contemplated and permitted by the Credit Bid Purchase Agreement, you or any other Debtor executes a binding written agreement (other than a non-disclosure agreement) for, or executes any definitive documentation relating to, any financing that would replace, in whole or in part, the Second Lien Exit Facility (including financing that would serve as the “Second Lien Exit Facility” under the Plan or a Credit Bid Transaction other than the Second Lien Exit Facility) without the prior written consent of the Majority Backstop Parties; (g) other

than as contemplated and permitted by the Credit Bid Purchase Agreement, you or any other Debtor executes a binding written agreement (other than a non-disclosure agreement) for, or executes any definitive documentation relating to, the transfer, disposition, assignment or contribution of any material portion of the Credit Bid Acquired Interests to any party other than the Credit Bid Purchaser (or another special purpose entity formed by the Majority Backstop Parties for the purpose of consummating the Credit Bid Transaction or a 363 Credit Bid Transaction, as applicable) without the prior written consent of the Majority Backstop Parties; (h) the Chapter 11 Cases are dismissed or converted to cases under chapter 7 of the Bankruptcy Code, or a trustee or examiner shall be appointed with respect to all or substantially all of the Debtors with enlarged powers (powers beyond those set forth in Section 1106(a)(3) and (4) of the Bankruptcy Code) under Section 1106(b) of the Bankruptcy Code; (i) the Credit Bid Purchase Agreement shall not have been entered into in a form acceptable to the Majority Backstop Parties on or prior to the Plan Supplement Filing Date established by the Bankruptcy Court or shall have been terminated or shall cease to be in full force and effect; (j) after entry thereof, the Commitment Approval Order is reversed, modified, amended, stayed, vacated or subject to a stay pending appeal, in each case without the consent of the Majority Backstop Parties; or (k) any of the Debtors shall make or enter into any material non-ordinary course stipulation, settlement or other agreement with any governmental, regulatory or other similar agency that is not in form and substance acceptable to the Majority Backstop Parties.

In the event that the Closing Date does not occur at or before the Termination Time (as defined below), then the commitments hereunder shall automatically terminate unless each Backstop Party shall, in its sole and absolute discretion, agree to an extension. “**Termination Time**” means the earliest to occur of (i) 11:59 p.m., New York City time, on the date that is 60 days following entry of the Confirmation Order or the 363 Sale Order, as applicable (provided that, with the consent of the Majority Backstop Parties, the date under this clause (i) may be extended to a date not later than the Outside Expiration Time), (ii) the Closing Date and (iii) the Outside Expiration Time. “**Outside Expiration Time**” means 11:59 p.m., New York City time, on June 30, 2021.

## 10. Acceptance.

This Backstop Commitment Letter does not purport to include all of the representations, warranties, defaults, definitions and other terms (other than conditions precedent) which will be contained in the definitive Second Lien Exit Facility Documents.

If the foregoing correctly sets forth our agreement, please indicate your acceptance of the terms of this Backstop Commitment Letter by delivering executed counterparts of this Backstop Commitment Letter not later than 11:59 p.m., New York City time, on March 16, 2021 (the date of receipt of such executed counterparts, the “**Acceptance Date**”). This offer will automatically expire at such time if such counterparts have not been executed and delivered in accordance with the preceding sentence. This Backstop Commitment Letter will become a binding commitment on the Backstop Parties only after it has been duly executed and delivered by the Company in accordance with the first sentence of this paragraph and approved by the Bankruptcy Court.

The Backstop Parties will use commercially reasonable efforts to (i) cause NewCo, Holdings and Credit Bid Purchaser to be formed, (ii)(a) if the Toggle Date has not occurred, cause the Credit Bid Purchaser to execute the Credit Bid Purchase Agreement (substantially in the form attached hereto as **Annex D**, subject to any completions of incomplete provisions (excluding schedules or exhibits which are not attached) or modifications of bracketed provisions in each case as reasonably determined by the Majority Backstop Parties and any other changes thereto reasonably acceptable to the Company and the Majority Backstop Parties, and subject, in all respects, to the consents set forth in the Restructuring Support Agreement), or (b) if the Toggle Date has occurred, cause the Credit Bid Purchaser to execute the definitive purchase agreement with respect to the 363 Credit Bid Transaction (substantially in the form attached hereto as **Annex D**, subject to any completions of incomplete provisions (excluding schedules or exhibits which are not attached) or modifications of bracketed provisions, including as required to reflect the 363 Credit Bid Transactions, in each case as reasonably determined by the Majority Backstop Parties and any other changes thereto reasonably acceptable to the Company and the Majority Backstop Parties and subject, in all respects, to the consents set forth in the

Restructuring Support Agreement, it being understood that upon the Toggle Date, any reference to the “Credit Bid Purchase Agreement” in this Backstop Commitment Letter shall be a reference to such purchase agreement) (the covenant in this clause (ii) the “**PA Execution Covenant**”), and (iii) cause NewCo, Holdings and Credit Bid Purchaser to execute and deliver a copy of this Backstop Commitment Letter. Upon such execution and delivery, each of NewCo, Holdings and Credit Bid Purchaser shall be bound by all of the terms and conditions and subject to all commitments, acknowledgments and obligations under this Backstop Commitment Letter that are applicable to you, in each case, except which are expressly applicable solely to the Company.

#### **11. Representations and Warranties of Each Backstop Party and Participating DIP Lender.**

Each Backstop Party, and upon the execution of a DIP Lender Joinder, each Participating DIP Lender (it being understood that each reference to a “Backstop Party” in this Section 11 shall be deemed to include a reference to such Participating DIP Lender), hereby severally (and not jointly) as to itself, represents, warrants, covenants and agrees as of the date hereof (and shall represent, warrant, covenant and agree as of the Closing Date) to and with each of the Company, the Credit Bid Purchaser and NewCo that:

a) Securities Laws Compliance.

Neither the New Equity Interests nor the New Money Warrants will be offered for sale, sold or otherwise transferred by such Backstop Party except pursuant to an effective registration statement under the Securities Act of 1933 (the “Securities Act”) or in a transaction exempt from or not subject to registration under the Securities Act and any applicable state securities laws.

b) Purchase Intent.

Such Backstop Party is acquiring the New Equity Interests and/or the New Money Warrants for its own account or for the accounts for which it is acting as investment advisors or manager, and not with a view to distributing or reselling such New Equity Interests and/or New Money Warrants or any part thereof. Such Backstop Party understands that such Backstop Party must hold such New Equity Interests and/or New Money Warrants, unless the New Equity Interests and/or the New Money Warrants, as applicable, are registered pursuant to the Securities Act and any applicable state securities or “blue sky” laws or an exemption from such registration is available, and further understands that it is not currently contemplated that any New Equity Interests and/or New Money Warrants will be registered at the time of issuance.

c) Investor Status.

Such Backstop Party is a sophisticated investor with respect to the transactions described in this Backstop Commitment Letter with sufficient knowledge and experience in financial and business matters such that it is capable of evaluating the merits and risks of its investment in the New Equity Interests and/or the New Money Warrants and has made its own analysis and decision to enter into this Backstop Commitment Letter. Such Backstop Party is (i) an “accredited investor” as defined in Rule 501 of Regulation D promulgated under the Securities Act or (ii) a “qualified institutional buyer” as defined in Rule 144A under the Securities Act. Such Backstop Party understands that the New Equity Interests and the New Money Warrants are being offered and sold to such Backstop Party in reliance upon specific exemptions from the registration requirements of United States federal and state securities laws and that each of the Company, NewCo is relying upon the truth and accuracy of such Backstop Party’s compliance with, the representations and warranties of such Backstop Party set forth in this Section in order to determine the availability of such exemptions and the eligibility of such Backstop Party to acquire the New Equity Interests and/or the New Money Warrants, as applicable. Such Backstop Party understands and is able to bear any economic risks associated with such investment (including the necessity of holding such equity interests for an indefinite period of time). Such Backstop Party has independently evaluated the merits and risks of its decision to enter into this Backstop Commitment Letter. Such Backstop Party acknowledges that it has been afforded the opportunity to ask questions and receive answers

concerning the Company, NewCo and Credit Bid Purchaser and to obtain additional information that it has requested to verify the accuracy of the information contained herein.

*[Remainder of page intentionally left blank]*



*[Backstop Parties signature pages on file with the Debtors.]*

**ACCEPTED AND AGREED:**

**FIELDWOOD ENERGY LLC**

By: 

Name: Michael T. Dane

Title: Senior Vice President and Chief Financial Officer

**SCHEDULE I**  
**COMMITMENTS**

*[Schedule I on file with the Debtors.]*

## ANNEX A

### TERM SHEET

#### Up to \$185.0 Million Senior Secured Second Lien Term Loan Facility “Second Lien Exit Facility Term Sheet”

#### Summary of Principal Terms and Conditions<sup>1</sup>

*Set forth below is a summary of certain principal terms for the Second Lien Exit Facility (as defined below). This summary of terms is for indicative purposes only and does not purport to summarize all of the terms of the definitive documentation for the Second Lien Exit Facility. These terms are subject to change based upon ongoing discussions and final negotiation of definitive documentation.*

<b>BORROWER:</b>	A newly formed Delaware limited liability company (“ <b>Holdings</b> ” in its capacity as borrower, the “ <b>Borrower</b> ”), wholly-owned, directly, by NewCo (as defined below). Holdings will form and be the direct owner of 100% of the equity interests in a Delaware limited liability company (“ <b>Intermediate</b> ”), which will form and be the direct owner of 100% of the equity interests in a Delaware limited liability company that will be the “Credit Bid Purchaser” as referenced in the Plan (the “ <b>Credit Bid Purchaser</b> ”).
<b>AGENT:</b>	An institution to be mutually agreed will act as sole administrative agent and collateral agent (collectively, in such capacities, the “ <b>Second Lien Exit Facility Agent</b> ”, and as used in this Annex A, the “ <b>Administrative Agent</b> ”).
<b>LENDERS:</b>	Each of the Backstop Parties and certain DIP Lenders (or, in each case, any of their affiliated or related funds) that elect to provide a commitment in respect of the Second Lien Exit Facility (collectively, the “ <b>Second Lien Term Lenders</b> ”). On the Closing Date (as defined below), the Second Lien Term Loans may be funded, in full or in part, by a seasoning institution.
<b>SECOND LIEN EXIT FACILITY:</b>	<p>A senior secured second lien term loan facility (the “<b>Second Lien Exit Facility</b>”) that shall become effective on the effective date of the Plan (the “<b>Plan Effective Date</b>”) in an amount of up to \$185.0 million comprised of:</p> <p>(a) \$100.0 million of second lien term loans (the “<b>DIP Replacement Second Lien Loans</b>”); and</p> <p>(b) additional second lien term loans (the “<b>New Money Second Lien Loans</b>” and, together with the DIP Replacement Second Lien Loans, the “<b>Second Lien Term Loans</b>”) in an amount equal to the lesser of (i) \$85.0 million and (ii) the amount necessary to provide the Borrower with no less than \$100.0 million of cash on hand on the Effective Date, after giving effect to all transactions to occur on the Effective Date (calculated pursuant to a process and at a time to be mutually agreed).</p> <p>The Second Lien Term Loans shall be funded in cash on the Closing Date; provided that any Second Lien Term Lender that is a DIP Lender may elect to fund its Second Lien Term Loans on the Closing Date on a cashless basis</p>

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<sup>1</sup> All capitalized terms used but not defined herein have the meanings given to them in the Backstop Commitment Letter. In the event any such capitalized term is subject to multiple and differing definitions, the appropriate meaning thereof for purposes of this Annex A shall be determined by reference to the context in which it is used.



by converting the outstanding principal amount of any of its DIP Loans into Second Lien Term Loans. The Second Lien Exit Facility shall be secured on a junior basis to the First Lien Exit Facility and any permitted hedging obligations.

**INCREMENTAL SECOND  
LIEN TERM FACILITIES:**

The Second Lien Exit Facility Credit Agreement will permit incremental indebtedness in a manner acceptable to the Second Lien Term Lenders, and, in any event, will permit the Borrower, on up to two occasions, to incur separate classes of additional term loans or increases in existing term loans (the “**Incremental Second Lien Term Loans**”), in each case, in an aggregate principal amount not less than \$25.0 million and, in the case of all incremental term debt incurred pursuant to this “**Incremental Second Lien Term Facilities**” section, in an aggregate principal amount not to exceed \$50.0 million (each, an “**Incremental Second Lien Term Facility**”), so long as, at the time the Borrower seeks commitments in respect of an Incremental Second Lien Term Facility, either (i) the aggregate cash and cash equivalents of the Borrower and its subsidiaries are less than \$80.0 million as of such date (or, in the good faith determination of the board of directors of the Borrower, are anticipated to be less than \$80.0 million as of the proposed date of incurrence of such Incremental Second Lien Term Facility) or (ii) the board of directors of the Borrower, in its good faith judgment, determines that the incurrence of such Incremental Second Lien Term Facility is in the best interest of the Borrower and its subsidiaries. Incremental Second Lien Term Loans shall be subject to terms and conditions usual and customary for financings of this type to be agreed, including, without limitation, a “most favored nation” provision pursuant to which, if the all-in yield of any Incremental Second Lien Term Loans exceeds the all-in yield of the initial Second Lien Term Loans by more than 50 bps, the interest rate of initial the Second Lien Term Loans shall be automatically increased by a percentage that would cause such all-in yield differential not to exceed 50 bps. No Second Lien Term Lender will have an obligation to make any Incremental Second Lien Term Loan.

**PURPOSE:**

The proceeds of the Second Lien Term Loans will be used by the Borrower on the Plan Effective Date (the “**Closing Date**”) in accordance with and as provided in the Plan and, after the Closing Date, to finance the working capital needs and other general corporate purposes of the Borrower and its subsidiaries.

**AVAILABILITY:**

The full amount of the Second Lien Exit Facility must be drawn in a single drawing on the Closing Date; amounts borrowed thereunder that are repaid or prepaid may not be reborrowed.

**AMORTIZATION:**

None.

All amounts outstanding under the Second Lien Exit Facility shall be paid in full on the Second Lien Term Loan Maturity Date (as defined below).

**INTEREST RATES AND  
FEES:**

Interest rates under the Second Lien Exit Facility will be calculated, at the option of the Borrower, at Adjusted LIBOR (subject to a 1.00% floor) plus the Applicable Margin (as defined below) or ABR (subject to a 2.00% floor) plus the Applicable Margin.

Additionally, on each interest payment date, at any time that the aggregate cash and cash equivalents of the Borrower and its subsidiaries is less than \$75.0 million as at the end of the most recently ended fiscal quarter, the

Borrower may elect, in its sole discretion, to pay a portion of the accrued interest payable on the Second Lien Term Loans in kind (the “**PIK Election**”) by adding an amount equal to 5.00% per annum to the outstanding principal amount of the Second Lien Term Loans on such interest payment date.

“**Applicable Margin**” is (i) in the case of Adjusted LIBOR loans, 8.00% per annum (or, at any time that the Borrower shall have made a PIK Election, 4.75% per annum) and (ii) in the case of ABR loans, 7.00% per annum (or, at any time that the Borrower shall have made a PIK Election, 3.75% per annum).

The Borrower shall pay an upfront fee (the “**Upfront Fee**”) equal to 2.00% of the funded amount of the Second Lien Exit Facility on the Closing Date to the Second Lien Exit Facility Agent for the ratable account of each Second Lien Term Lender. Other than with respect to DIP Loans which are converted into Second Lien Term Loans (with respect to which the Upfront Fee shall be paid in cash), the Upfront Fee shall be paid in the form of original issue discount by deducting such Upfront Fee from the proceeds of the Second Lien Exit Facility on the Closing Date.

**FINAL MATURITY:**

The Second Lien Exit Facility will mature on the date that is five years after the Closing Date (the “**Second Lien Term Loan Maturity Date**”).

**GUARANTEES:**

All obligations of the Borrower under the Second Lien Exit Facility will be jointly and severally unconditionally guaranteed on a second lien secured basis (the “**Second Lien Guarantees**”) by the direct parent company of the Borrower (“**NewCo**”), Intermediate and Credit Bid Purchaser and otherwise the same guarantors that guarantee the First Lien Exit Facility (it being understood that the subsidiary guarantee requirements under the Second Lien Exit Facility will be consistent with the subsidiary guarantee requirements under the First Lien Exit Facility).

**SECURITY:**

The obligations of the Borrower under the Second Lien Exit Facility and the Second Lien Guarantees will be secured by a perfected second lien security interest in the same collateral that secures the First Lien Exit Facility (it being understood that the collateral requirements under the Second Lien Exit Facility will be consistent with the collateral requirements under the First Lien Exit Facility), including by pledges of all equity interests in the Borrower, Intermediate and Credit Bid Purchaser.

**VOLUNTARY  
PREPAYMENTS:**

Prepayments of borrowings under the Second Lien Exit Facility will be permitted at any time without premium or penalty.

**REPRESENTATIONS AND  
WARRANTIES:**

The Second Lien Exit Facility Documents will contain representations and warranties acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents.

**CONDITIONS PRECEDENT:**

The closing of the Second Lien Exit Facility will be subject to satisfaction of the conditions precedent listed on **Annex B** hereto.

**AFFIRMATIVE COVENANTS:**

The Second Lien Exit Facility Documents will contain affirmative covenants acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with appropriate modifications to reflect the second lien status of the Second Lien Exit Facility. In any event, the Second Lien Exit Facility Documents will require the Borrower to obtain, no later than 30 days after the

Closing Date, and thereafter maintain public ratings for the Second Lien Exit Facility from S&P Global Ratings and Moody's Investors Service, Inc., it being understood that no specific ratings need to be obtained and maintained.

**NEGATIVE COVENANTS:**

The negative covenants shall be acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with (a) appropriate modifications to reflect the second lien status of the Second Lien Exit Facility, and (b) monetary baskets and thresholds set at an additional cushion to be agreed against the applicable basket or threshold in the First Lien Exit Facility Documents.

**FINANCIAL COVENANT:**

None.

**EVENTS OF DEFAULT:**

The Second Lien Exit Facility Documents will contain events of default acceptable to the Second Lien Term Lenders and substantially consistent with the corresponding provisions set forth in the First Lien Exit Facility Documents, with (a) appropriate modifications to reflect the second lien status of the Second Lien Exit Facility and (b) cross-acceleration (instead of cross-default) and cross-payment event of default at maturity to the First Lien Exit Facility.

## ANNEX B

### SUMMARY OF CONDITIONS PRECEDENT

The following constitute the conditions to the closing and the initial funding of the Second Lien Exit Facility, unless waived by the Majority Backstop Parties:

- (i) the entry of an order by the Bankruptcy Court, in form and substance acceptable to the Debtors and the Majority Backstop Parties, approving the Backstop Commitment Letter, including the Backstop Commitment Premium, the Alternative Transaction Premium, the indemnification obligations thereunder and other fees and expenses payable thereunder (the “**Commitment Approval Order**”), which Commitment Approval Order shall be a Final Order;
- (ii) (a) either (1) the entry of the Confirmation Order in form and substance acceptable to the Debtors and the Majority Backstop Parties (which shall be a Final Order) and the occurrence of the Effective Date, or (2) the entry of the 363 Sale Order (which shall be a Final Order); and (b) the closing of the Credit Bid Transaction or the 363 Credit Bid Transaction, as applicable;
- (iii) the negotiation, execution and delivery of the Second Lien Exit Facility Documents (including, without limitation, security documentation) and the New Money Warrant Agreement, in form and substance acceptable to the Debtors and the Majority Backstop Parties;
- (iv) receipt of evidence of valid and perfected liens on and security interests in the collateral described in the Term Sheet (subject to the priorities described therein and customary post-closing periods to be mutually agreed);
- (v) all documents required to be delivered under the Second Lien Exit Facility Documents, including customary legal opinions, corporate records, good standing certificates and other documents from public officials and officers’ certificates, shall have been delivered;
- (vi) all necessary governmental and third party approvals, consents, licenses and permits in connection with the Second Lien Exit Facility shall have been obtained and remain in full force and effect;
- (vii) the Administrative Agent shall have received, at least three business days prior to the Closing Date, all documentation and other information required by regulatory authorities under applicable “know your customer” and anti-money laundering rules and regulations, including, without limitation, the PATRIOT Act, that has been requested in writing by the Second Lien Term Lenders at least seven business days prior to the Closing Date;
- (viii) the representations and warranties of the Loan Parties set forth in the Second Lien Term Facility Documents shall be true and correct in all material respects (or, in the case of any such representation that is qualified by materiality, in all respects);
- (ix) no default or event of default under the Second Lien Exit Facility shall exist or would result from the consummation of the transactions contemplated on the Closing Date;
- (x) all fees, premiums and expenses required to be paid to the Second Lien Exit Facility Agent, the Backstop Parties and Participating DIP Lenders at or prior to the closing and initial funding of the Second Lien Exit Facility, in each case, pursuant to the terms of the Backstop Commitment Letter, the Second Lien Exit Facility Documents and the Plan shall have been paid or shall be paid and the New Money Warrants shall be issued substantially concurrently with the funding of the Second Lien Exit Facility;
- (xi) the funding of the Claims Reserve in the Claims Reserve Amount, which Claims Reserve Amount shall be acceptable to the Debtors and the Majority Backstop Parties, shall have occurred;

(xii) the estimated amount of Allowed Specified Administrative Expense Claims to be satisfied under the Plan on or after the Effective Date shall not have been projected at any time prior to the Confirmation Date to exceed the Toggle Amount;

(xiii) the aggregate unrestricted cash and cash equivalents of the Borrower and its subsidiaries as of the Closing Date on a pro forma basis (including after payment of Restructuring Expenses) shall not be less than \$100.0 million;

(xiv) the Restructuring Support Agreement shall not have been terminated and shall remain in full force and effect;

(xv) the terms and conditions of the First Lien Exit Facility shall be acceptable to the Majority Backstop Parties, the conditions precedent to the effectiveness of the First Lien Exit Facility shall have been satisfied or duly waived in writing and the First Lien Exit Facility shall close substantially simultaneously with the Second Lien Exit Facility;

(xvi) Credit Bid Purchaser shall have received, or shall receive substantially simultaneously with the closing of the Second Lien Exit Facility, gross proceeds in an amount of no less than \$20.0 million through an equity rights offering on terms and conditions acceptable to the Debtors and the Majority Backstop Parties (the “**Equity Rights Offering**”); and

(xvii) all other conditions precedent described or set forth in the Credit Bid Purchase Agreement shall be satisfied or such conditions precedent shall have been waived in accordance with the terms of such documents and with the consent of the Majority Backstop Parties (except those conditions precedent that by their nature are to be satisfied concurrently with the Credit Bid Transaction Closing, the Effective Date or the closing of the 363 Credit Bid Transaction, as applicable; provided that such conditions shall be satisfied concurrently at such times).



## ANNEX C

### FORM OF JOINDER AGREEMENT TO BACKSTOP COMMITMENT LETTER

This Joinder Agreement to the Backstop Commitment Letter, dated as of [●], 2021 (as amended, supplemented or otherwise modified from time to time, the “**Backstop Commitment Letter**”), by and among the Company and the Backstop Parties is executed and delivered by \_\_\_\_\_ (the “**Joining Party**”) as of [●], 2021. Each capitalized term used herein but not otherwise defined shall have the meaning set forth in the Backstop Commitment Letter.

1. Agreement to be Bound. The Joining Party hereby agrees to and shall become a party to and be bound by all of the terms and conditions and subject to all commitments, acknowledgments and obligations, as applicable, under the Backstop Commitment Letter, a copy of which is attached to this Joinder Agreement as Annex I (as the same has been or may be hereafter amended, restated or otherwise modified from time to time in accordance with the provisions thereof).

2. Joining Party Commitment. By its signature below, the Joining Party hereby represents and warrants that as of [●], 2021, it held loans and commitments in respect of the DIP Facility (together, the “**DIP Commitments**”) in the amount set forth below, and hereby commits to provide a share of the Second Lien Exit Facility and assumes a commitment with respect thereto as provided in and in accordance with Section 3 of the Backstop Commitment Letter:

(A) Principal Amount of DIP Commitments held by Joining Party: \$ \_\_\_\_\_

(B) Principal Amount of DIP Commitments set forth above in (A) \_\_\_\_\_  
divided by \$100,000,000, expressed as a percentage<sup>1</sup>:

(C) Amount of the Second Lien Exit Facility the Joining Party \$ \_\_\_\_\_  
hereby agrees to assume and commit to:

3. Representations and Warranties. The Joining Party hereby makes each of the representations and warranties set forth in the Backstop Commitment Letter (including, for the avoidance of doubt, Section 11 therein) as if such representations and warranties were expressly set forth in this Joinder Agreement, *mutatis mutandis*.

4. Governing Law. This Joinder Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York and to the extent applicable, title 11 of the United States Code.

5. Notice. All notices and other communications given or made pursuant to the Backstop Commitment Letter shall be sent to the Joining Party at the address set forth on such Joining Party’s signature page hereto:

[Signature Pages Follow]

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<sup>1</sup> Percentage to be calculated to the sixth decimal.

IN WITNESS WHEREOF, the Joining Party has caused this Joinder to be executed as of the date first written above.

**[JOINING PARTY]**

By: \_\_\_\_\_  
Name:  
Title:

**Notice Address:**

[●]

Fax: [●]

Attention: [●]

Email: [●]

SIGNATURE PAGE TO JOINDER AGREEMENT TO BACKSTOP COMMITMENT LETTER

Acknowledged:

[•]

By: \_\_\_\_\_

Name:

Title:

SIGNATURE PAGE TO JOINDER AGREEMENT TO BACKSTOP COMMITMENT LETTER

Annex I to Joinder Agreement

[COPY OF BACKSTOP COMMITMENT LETTER]

**ANNEX D**

**FORM OF CREDIT BID PURCHASE AGREEMENT**



**PURCHASE AND SALE AGREEMENT**

**AMONG**

**FIELDWOOD ENERGY LLC**

**AND**

**ITS AFFILIATES SIGNATORY HERETO**

**AS SELLERS**

**AND**

[\_\_\_\_\_]

**AS BUYER**

**DATED**

[\_\_\_\_\_] [\_\_\_], 2021

**[DISCLAIMER: This is a proposed form purchase agreement only, and not an offer that can be accepted. Until the authorized representatives of the Sellers and Buyer agree to and execute a definitive agreement, neither the Sellers nor Buyer has any obligation (legal or otherwise) to conclude a transaction. Unless included in a definitive agreement, communications (written or oral) shall not create any obligations whatsoever on the Sellers or Buyer and no person, including any recipient of this proposed form, may rely on them as the basis for taking or foregoing any action or opportunity or for incurring any costs. Further, this proposed form purchase agreement may be amended and/or modified in its entirety to provide for the 363 Credit Bid Transaction in the circumstances contemplated by, and subject to any consents required by, Section 5.2(c) of the Plan.]**

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**EXHIBIT LIST<sup>1</sup>**

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<sup>1</sup> **Note to Draft:** Exhibits are subject to ongoing review and comment by Buyer and are subject to change in all respects.

<b><u>Exhibit</u></b>	<b><u>Title</u></b>
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## PURCHASE AND SALE AGREEMENT<sup>2</sup>

This Purchase and Sale Agreement (this “**Agreement**”) is made as of [\_\_\_\_\_] [\_\_\_\_], 2021 (the “**Execution Date**”) by and among (a) Fieldwood Energy LLC, a Delaware limited liability company (“**Fieldwood**”), Fieldwood Energy Inc., a Delaware corporation, Dynamic Offshore Resources NS, LLC, a Texas limited liability company, Fieldwood Energy Offshore LLC, a Delaware limited liability company, Fieldwood Onshore LLC, a Delaware limited liability company, Fieldwood SD Offshore LLC, a Delaware limited liability company, Fieldwood Offshore LLC, a Delaware limited liability company, Bandon Oil and Gas GP, LLC, a Delaware limited liability company, Bandon Oil and Gas, LP, a Delaware limited partnership, Fieldwood Energy SP LLC, a Louisiana limited liability company, Galveston Bay Pipeline LLC, a Delaware limited liability company, and Galveston Bay Processing LLC, a Delaware limited liability company, (b) subject to Section 1.5, FW GOM Pipeline, Inc., a Delaware corporation (“**FW GOM Pipeline**”), and GOM Shelf LLC, a Delaware limited liability company (“**GOM Shelf**” and each of the other entities specified in clauses (a) and (b), a “**Seller**” and collectively the “**Sellers**”), and (c) [\_\_\_\_\_] [\_\_\_\_], a [Delaware limited liability company] (“**Buyer**”), and [\_\_\_\_\_] [\_\_\_\_], [a Delaware limited liability company and a wholly-owned subsidiary of Buyer] (“**Buyer 2**”). The Sellers, Buyer and Buyer 2 may be referred to individually as a “**Party**” or collectively as the “**Parties**.” Capitalized terms used in this Agreement have the meanings referenced in **Annex I** to this Agreement.

### RECITALS

A. The Sellers desire to sell, and Buyer desires to purchase, all of the Acquired Interests on the terms and subject to the conditions set forth below.

B. On August 3, 2020 and August 4, 2020, the Sellers (collectively, the “**Debtors**”) filed voluntary petitions (the “**Bankruptcy Cases**”) under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101, et seq. (as amended from time to time, the “**Bankruptcy Code**”) in the United States Bankruptcy Court for the Southern District of Texas, Houston Division (the “**Bankruptcy Court**”).

C. [Buyer has provided to the Sellers at or prior to the execution of this Agreement a copy of a fully executed and effective direction letter (the “**Direction Letter**”) causing to be delivered at Closing such portion of the **[Obligations]** (as defined in the Credit Agreement) as is necessary to allow for payment of the Credit Bid and Release.]<sup>3</sup>

D. Pursuant to the Plan, and as consideration for the transactions contemplated by the Direction Letter, each holder of Allowed FLTL Secured Claims (as defined in the Plan) will receive its pro rata portion (as determined pursuant to the Plan and the Confirmation Order) of (a) on the Effective Date, the Credit Bid and Release New Equity Interests and (b) if and when issuable

<sup>2</sup> Note to Draft: Subject to review by Administrative Agent.

<sup>3</sup> Note to Draft: Subject to review by Administrative Agent.

pursuant to the Plan, Confirmation Order, or any other order entered by the Bankruptcy Court, the Credit Bid and Release Rights.

E. Upon the terms and subject to the conditions set forth herein, the Parties intend to effectuate the transactions contemplated by this Agreement through a sale of the Acquired Interests pursuant to Sections 105, 363, 365, 1123(a)(5)(D), 1129, 1141 and 1146 of the Bankruptcy Code, and Rules 4001, 6004, 6006 and 3020 of the Federal Rules of Bankruptcy Procedure of the Bankruptcy Code (as amended from time to time, the “**Bankruptcy Rules**”).

F. The execution and delivery of this Agreement and the Sellers’ ability to consummate the transactions contemplated by this Agreement are subject to, among other things, the Bankruptcy Court’s entry of the Confirmation Order.

## AGREEMENT

In consideration of the recitals above, the provisions below and other good and valuable cause and consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer, Buyer 2 and the Sellers agree as follows:

## ARTICLE I PURCHASE AND SALE

1.1 Purchase and Sale. Subject to the provisions hereof and the entry of the Confirmation Order, Buyer agrees to purchase and accept from the Sellers and the Sellers agree to sell, assign, convey, transfer and deliver, or cause to be sold, assigned conveyed, transferred and delivered to Buyer at the Closing, the Acquired Interests free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances)); *provided* that Buyer and Buyer 2 may determine in their sole discretion that certain Fieldwood U.A. Interests and certain JV Interests may be acquired by Buyer 2 instead of by Buyer, in which case all references hereto to Buyer with respect to such Fieldwood U.A. Interests or JV Interests shall be understood to be to Buyer 2 instead of Buyer.

1.2 Acquired Interests; Assets. As used herein, the term “**Acquired Interests**” refers to (x) all of each Seller’s right, title and interest in, to, under or derived from the Co-Owned Assets excluding the FWE I Assets and the GOM Shelf Oil and Gas Properties other than the Applicable Shared Asset Interests (which Applicable Shared Asset Interests shall be “Co-Owned Assets”) and (y) all of each Seller’s right, title and interest in, to, under or derived from the Other Assets. As used herein, the term “**Assets**” means the Co-Owned Assets and Other Assets, wherever located, real, personal or mixed, tangible or intangible, known or unknown, as the same shall exist as of the Closing. As used herein, the term “**Co-Owned Assets**” means the following (*provided*, that (subject to the following provisos) Buyer may, from time to time prior to the Designation Deadline, subject to obtaining the Sellers’ prior written consent (in the Sellers’ sole discretion (it being understood that Buyer shall not add to or remove from the “Co-Owned Assets” any FWE I Asset or GOM Shelf Oil and Gas Properties provided that the foregoing shall not prevent the addition or removal of Applicable Shared Asset Interests as appropriate (which may be added or removed with the Sellers’ prior written consent))), add any assets to or remove any assets from the “Co-Owned

Assets” (and, in the event an asset is added or removed, to the extent applicable, add, modify or remove any related Liabilities to or from the “Assumed Liabilities”) and any affected Exhibit or Schedule (including **Schedule 1.3(d)**) will be updated accordingly, and if Buyer removes any asset from the “Co-Owned Assets” Buyer shall indemnify the Sellers with respect to any Liability incurred by the Sellers as a result of the removal by Buyer of any Co-Owned Asset and the retention by the Sellers of such “Co-Owned Asset”; *provided, further*, that (notwithstanding anything to the contrary in this **Section 1.2**), Buyer may not remove any assets from the “Co-Owned Assets” after the Designation Deadline):

(a) the oil and gas leases (and other agreements) described in **Part 1 of Exhibit A**, but excluding the FWE I Assets and the GOM Shelf Oil and Gas Properties (collectively, the “**Co-Owned Leases**”), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests and other interests of every kind and character in, to, under or derived from any Co-Owned Lease or any land subject to, covered by or included within any Co-Owned Lease (except that, solely as to each of lease OCS-00786 covering South Marsh Island 48 and lease OCS-G 1609 covering South Pass 61, the interests in such lease to be conveyed hereunder are solely the overriding royalty interests held by the Sellers in such lease);

(b) (i) each Unit that includes any of the lands covered by or subject to any Co-Owned Lease (each, a “**Co-Owned Subject Unit**”), (ii) each pooling, unitization or communitization declaration, designation, agreement or order creating or modifying any Co-Owned Subject Unit (each, a “**Co-Owned Subject Unit Agreement**”) and (iii) the oil and gas leases and lands subject to, covered by or included within each Co-Owned Subject Unit;

(c) all servitudes, rights of way, easements, surface leases, subsurface agreements and similar rights and agreements related to or held for use in connection with (in each case, whether or not located on) any land subject to or covered by any Co-Owned Lease or Co-Owned Subject Unit (collectively, the “**Co-Owned Easements**”), including those described in **Part 1 of Exhibit B**;

(d) all wells (whether producing, not producing, shut-in, temporarily abandoned, injection, disposal or otherwise) owned or operated in connection with any of the Co-Owned Leases or Co-Owned Subject Units, whether or not such well is located on any land subject to or covered by any Co-Owned Lease or Co-Owned Subject Unit (collectively, the “**Co-Owned Wells**”), including those described in **Part 1 of Exhibit C** (such wells, the “**Co-Owned Scheduled Wells**”);

(e) all equipment, machinery, structures, fixtures, inventory, vehicles, rolling stock, improvements and other movable property related to, used or held for use in connection with or held as inventory in connection with (in each case, whether or not located on) any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement, lands covered by or subject to any Co-Owned Lease, Co-Owned Subject Unit or Co-Owned Easement or Co-Owned Well (including well equipment; casing; rods; tanks and tank batteries; boilers; tubing; pumps; pumping units and engines; Christmas trees; production facilities; dehydration units and facilities; heater-treaters; compressors; testing and sampling equipment; sulfur recovery units and facilities; valves; gauges;

supervisory control and data acquisition (SCADA) systems, equipment and related software; meters and other measurement equipment; flow lines; pipelines; gathering systems; processing systems or facilities; umbilicals; caissons; water systems (whether for source water, treatment, disposal, injection or otherwise); the platforms and facilities listed in **Part 1** of **Exhibit D**; and all additions and accessions to, substitutions for and replacements of any of the foregoing, together with all attachments, components, parts, equipment, supplies, pipes, tools, casing, tubing, tubulars, fittings and accessories in connection with any of the foregoing), including the foregoing listed in **Part 1** of **Exhibit D-1** (collectively, the “*Co-Owned Inventory*”);

(f) (i) all oil, gas, minerals, condensate, distillate, natural gasoline, natural gas liquids, plant products and other liquid or gaseous hydrocarbons and all other substances produced with any of the foregoing hydrocarbons (collectively, “*Hydrocarbons*”) (A) that are produced on, or the right to explore for which, or an interest in which, is granted pursuant to, any Co-Owned Lease, Co-Owned Subject Unit or Co-Owned Subject Unit Agreement or (B) that are located in any Co-Owned Inventory; and (ii) all proceeds from the sale of any such Hydrocarbons;

(g) all Permits (and pending applications therefor) that pertain or relate in any way to any of the Co-Owned Field Assets, including the Permits listed in **Part 1** of **Exhibit E**, to the extent assignable by the Sellers to Buyer or Buyer 2, and subject to Section 6.7, all Co-Owned Assigned Contracts;

(h) all rights (including intangible and inchoate rights), Claims, rights of set-off, rights under warranties and indemnities made by prior owners, manufacturers, vendors and Third Persons or accruing under applicable statutes of limitation or prescription, insofar only as the foregoing relate or are attributable to any of the other Co-Owned Assets or to any Assumed Liabilities, including any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the Co-Owned Assets;

(i) to the extent transferable by the Sellers to Buyer at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Buyer has, prior to the Closing, separately agreed in writing to pay such fee or penalty), all seismic data (conventional, three dimensional or otherwise; whether owned or licensed; and including original field tapes) (including all such data relating to those licenses and agreements listed in **Part 1** of **Exhibit F**), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the Co-Owned Field Assets or any land on which any Co-Owned Field Asset is located (collectively, the “*Co-Owned Field Data*”);

(j) all files, records (including reservoir, production, operation, contract, land and title records; drawings, maps, plats and surveys; abstracts of title, title insurance policies, title opinions and title curative; lease, prospect, contract, division order, marketing, correspondence, operations, environmental, production, processing, accounting, Property-Related Tax, Production Tax, Transfer Tax, regulatory compliance, facility and well records and files; supplier lists and files; customer lists and files; and reports to any Governmental Authority), databases, data and other information (in each case, whether in written or electronic format) that relate to any of the other Co-Owned Assets (collectively, the “*Co-Owned Records*”);

(k) [reserved];



(l) all raw materials, work-in-process, finished goods, supplies and other inventories related to, used or held for use in connection with (in each case, whether or not located on) any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement or Co-Owned Well;

(m) all goodwill associated with any Co-Owned Asset; and

(n) all credits or other rights to prepaid expenses, deposits, advances, prepayments, excess or unearned premiums, costs, and other refunds attributable to any Co-Owned Assets (excluding Excluded Prepaid JOA Funds).

As used herein, the term “**Other Assets**” means the assets described in clauses (o) through (qq) below; *provided*, that, from time to time prior to the Designation Deadline, Buyer may, in its sole discretion (subject to the following provisos), (x) add any assets to the “Other Assets” or (y) remove any Other Assets from the “Other Assets” (other than (1) to add any Co-Owned Assets to, or to remove any Co-Owned Assets from, the Other Assets or (2) the assets or items set forth in clauses (z), (dd), (ff), (hh), (nn) or (oo) of this Section 1.2), and, in the event an asset is added or removed, to the extent applicable, add, modify or remove any related Liabilities to or from the “Assumed Liabilities” (and any affected Exhibit or Schedule (including Schedule 1.3(d)) will be updated accordingly); *provided, however*, that Buyer may not add or remove any FWE I Asset or GOM Shelf Oil and Gas Property; *provided, further*, that (notwithstanding anything to the contrary in this Section 1.2), Buyer may not remove any assets from the “Other Assets” after the Designation Deadline; and, *provided, further*, that Buyer may not (i) remove any assets from the “Other Assets” unless Buyer has agreed in writing to indemnify Sellers with respect to any Liability incurred by any Seller as a result of the retention by Sellers of such “Other Asset” or (ii) add any assets to the Other Assets if such addition would require a Governmental Approval (except for those which are obtained post Closing) that would reasonably be expected to materially delay the Closing); *provided, further* that Buyer may remove any such asset if Buyer increases the Cash Portion to include the amount of such Liability:

(o) the oil and gas leases (and other agreements) described in **Part 2 of Exhibit A** (collectively, the “**Other Leases**”), including all Working Interests, Net Revenue Interests, royalty interests, overriding royalty interests, production payments, net profits interests, carried interests, reversionary interests (including rights under non-consent provisions), possibilities of reverter, conversion rights and options, fee mineral interests and other interests of every kind and character in, to, under or derived from any Other Lease or any land subject to, covered by or included within any Other Lease (except that, (x) solely as to lease OCS-G 12210 covering Green Canyon 201, the interests in such lease to be conveyed hereunder exclude any record title or operating rights in the NE1/4 of Block 201, Green Canyon, (y) solely as to lease OCS-G 10794 covering Ship Shoal 301, Fieldwood's overriding royalty interest in such lease is not to be conveyed hereunder; and (z) solely as to each of OCS-G 1449 covering portions of West Delta 57, 79 and 80, OCS-G 1874 covering portions of West Delta 79 and 80 and OCS-G 1989 and OCS-G 2136 covering portions of West Delta 80, the interests in such lease to be conveyed hereunder are solely the overriding royalty interests held by the Sellers in such lease);

(p) (i) each Unit that includes any land covered by or subject to any Other Lease (each, a “**Other Subject Unit**”), (ii) each pooling, unitization or communitization declaration, designation, agreement or order creating or modifying any Other Subject Unit (each, a “**Other**

*Subject Unit Agreement*”) and (iii) the oil and gas leases and lands subject to, covered by or included within each Other Subject Unit;

(q) all servitudes, rights of way, easements, surface leases, subsurface agreements and similar rights and agreements located on (or related to or held for use in connection with (in each case, whether or not located on)) any land subject to or covered by any Other Lease or Other Subject Unit (collectively, the “*Other Easements*”), including those described in **Part 2** of **Exhibit B**;

(r) all wells (whether producing, not producing, shut-in, temporarily abandoned, injection, disposal or otherwise) owned or operated in connection with any Other Lease or Other Subject Unit, whether or not such well is located on any land subject to or covered by any Other Lease or Other Subject Unit (collectively, the “*Other Wells*”), including those described in **Part 2** of **Exhibit C** (such wells, the “*Other Scheduled Wells*”);

(s) all equipment, machinery, structures, fixtures, inventory, vehicles, rolling stock, improvements and other movable property related to, used or held for use in connection with or held as inventory in connection with (in each case, whether or not located on) any Other Lease, Other Subject Unit, Other Easement, lands covered by or subject to any Other Lease, Other Subject Unit or Other Easement or Other Well (including well equipment; casing; rods; tanks and tank batteries; boilers; tubing; pumps; pumping units and engines; Christmas trees; production facilities; dehydration units and facilities; heater-treaters; compressors; testing and sampling equipment; sulfur recovery units and facilities; valves; gauges; supervisory control and data acquisition (SCADA) systems, equipment and related software; meters and other measurement equipment; flow lines; pipelines; gathering systems; processing systems or facilities; umbilicals; caissons; water systems (whether for source water, treatment, disposal, injection or otherwise); the platforms and facilities listed in **Part 2** of **Exhibit D**; and all additions and accessions to, substitutions for and replacements of any of the foregoing, together with all attachments, components, parts, equipment, supplies, pipes, tools, casing, tubing, tubulars, fittings and accessories in connection with any of the foregoing), including the foregoing listed in **Part 2** of **Exhibit D-1** (collectively, the “*Other Inventory*”);

(t) (i) all Hydrocarbons (A) that are produced on, or the right to explore for which, or an interest in which, is granted pursuant to, any Other Lease, Other Subject Unit or Other Subject Unit Agreement or (B) that are located in any Other Inventory; and (ii) all proceeds from the sale of any such Hydrocarbons;

(u) all Permits (and pending applications therefor) that pertain or relate in any way to any of the Other Field Assets, including the Permits listed in **Part 2** of **Exhibit E**, to the extent assignable by the Sellers to Buyer or Buyer 2;

(v) all rights (including intangible and inchoate rights), Claims, rights of set-off, rights under warranties and indemnities made by prior owners, manufacturers, vendors and Third Persons or accruing under applicable statutes of limitation or prescription, insofar only as the foregoing relate or are attributable to any of the Other Assets, including any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the Other Assets;

(w) to the extent transferable by the Sellers to Buyer at Closing without payment of a fee or other penalty to any Third Party pursuant to any Contract (unless Buyer has, prior to the Closing, separately agreed in writing to pay such fee or penalty), (i) all seismic data (conventional, three dimensional or otherwise; whether owned or licensed; and including original field tapes) (including all such data relating to those licenses and agreements listed in **Part 2 of Exhibit F**), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the Other Field Assets or any land on which any Other Field Asset is located and (ii) copies of all proprietary seismic data (conventional, three dimensional or otherwise), log cores, geological, reserve engineering and other scientific and technical information, samples, tests, reports, maps and data that relate to any of the FWE I Oil and Gas Properties or any land on which any FWE I Oil and Gas Property is located (collectively, the “**Other Field Data**”);

(x) all files, records (including reservoir, production, operation, contract, land and title records; drawings, maps, plats and surveys; abstracts of title, title insurance policies, title opinions and title curative; lease, prospect, contract, division order, marketing, correspondence, operations, environmental, production, processing, accounting, Property-Related Tax, Production Tax, Transfer Tax, regulatory compliance, facility and well records and files; supplier lists and files; customer lists and files; and reports to any Governmental Authority), databases, data and other information (in each case, whether in written or electronic format) that relate to any of the Other Assets (collectively, the “**Other Records**”);

(y) subject to Section 6.7, all of the Other Assigned Contracts;

(z) all Working Capital Assets;

(aa) all of the Sellers’ rights, title and interest as borrowers under the Prepetition FLFO Credit Agreement (as defined in the Plan) as modified to the extent set forth in the First Lien Exit Facility Documents (as defined in the Plan);

(bb) all raw materials, work-in-process, finished goods, supplies and other inventories located on (or related to, used or held for use in connection with (in each case, whether or not located on)) any Other Lease, Other Subject Unit, Other Easement or Other Well;

(cc) all goodwill associated with the Other Assets;

(dd) the Office Sublease, the Lafayette Lease Agreement, the Warehouse Lease and the Lubrizol Sublease and, in each case, the premises demised thereunder, all fixtures and appurtenances thereto, and all furniture and other personal (movable) property located therein (collectively, the “**Office Assets**”);

(ee) all credits or other rights to prepaid expenses, deposits, advances, prepayments, excess or unearned premiums, costs, and other refunds attributable to the Other Assets;

(ff) all (i) Suspense Funds and Undisbursed Revenue related to the Acquired Interests and (ii) Prepaid JOA Funds;



(gg) all futures, options, swaps and other derivatives with respect to the sale of Hydrocarbons described in clauses (f) or (t) of this Section 1.2 and novated to Buyer pursuant to Section 6.15 (the “**Hedges**”);

(hh) all assets relating to the Assumed Employee Plans (to the extent funded);

(ii) all of the Sellers’ economic analyses and pricing forecasts relating to any of the Assets;

(jj) all Transferred Intellectual Property;

(kk) all Seller IT Assets;

(ll) all Tax refunds other than those described in Section 1.3(f);

(mm) all collateral securing any bond provided for any of the Assets;

(nn) all memberships (*lidmaatschap*), including all membership rights (*lidmaatschapsrechten*) of Fieldwood U.A. held by any Seller (the “**Fieldwood U.A. Interests**”) and all shares in the capital of Fieldwood Mexico and any of its Subsidiaries (Fieldwood Mexico and its Subsidiaries, collectively, the “**Mexico JV**”) held by any Seller (the “**JV Interests**”), and all rights, interests and title in and to such Seller’s equity ownership of, and all present and future rights of such Seller as an equity holder of, Fieldwood U.A. or the Mexico JV, as applicable, both actual and contingent, including all distributions of profits, dividends, distribution of reserves, repayments of capital, liquidation or dissolution proceeds and all other distributions, payments and repayments in respect of such equity ownership and any right to receive the same, and all other rights in respect of such equity ownership under or pursuant to the organizational documents of and any equity holders’ agreement in respect of Fieldwood U.A. or the Mexico JV, as applicable;

(oo) the Specified P&A Equipment;

(pp) all proceeds recovered under the Tail Policy, but only with respect to reimbursement of D&O Indemnified Liabilities actually paid by Buyer pursuant to Section 10.12; and

(qq) all rights, claims, demands and causes of action of the Sellers relating to the Acquired Interests or the Assumed Liabilities; *provided* that this clause (qq) shall not apply with respect to or in connection with Taxes or Tax refunds.

1.3 Excluded Assets. The Assets and Acquired Interests do not include, and there is hereby expressly excepted and excluded therefrom and reserved to the Sellers, all assets and properties of each Seller and its Affiliates that are not described or otherwise identified as Acquired Interests in Section 1.2, including the following assets and properties (the “**Excluded Assets**”):

(a) all corporate, financial, legal (other than title opinions) and tax records of the Sellers, but excluding Records;

(b) other than (i) the Fieldwood U.A. Interests and the shares of capital stock or equity interests of any Person held, directly or indirectly, by Fieldwood U.A. and (ii) the JV Interests and the shares of capital stock or equity interests of any Person held, directly or indirectly, by Fieldwood Mexico and its Subsidiaries, any shares of capital stock or other equity interest held by the Sellers in any other Person;

(c) all BOEM operator numbers;

(d) all of the Sellers' right, title and interest in and to those interests, rights, properties and assets more particularly described on **Schedule 1.3(d)** as such Schedule may be amended in accordance with Section 2.6;

(e) all of the Sellers' right, title and interest in, to and under any of the FWE I Assets, other than any Applicable Shared Asset Interests added to the Co-Owned Assets or Other Assets by Buyer pursuant to the terms of Section 1.2;

(f) all Tax refunds attributable to the Retained Liabilities;

(g) all Excluded Contracts;

(h) all assets of any Employee Plan that are not Assumed Employee Plans;

(i) all Intellectual Property owned or purported to be owned by any Seller (other than Transferred Intellectual Property);

(j) all insurance policies held by the Sellers;

(k) all rights, claims, demands and causes of action of the Sellers under this Agreement;

(l) all cash held in accounts of the Sellers, other than (i) Suspense Funds, (ii) Undisbursed Revenue and (iii) Prepaid JOA Funds;

(m) any and all Claims of any Seller against other Persons pertaining to Imbalances attributable to the FWE I Assets;

(n) the Specified Excluded Receivables;

(o) all Avoidance Actions;

(p) as to each of lease OCS-G 1449 covering portions of West Delta 57, 79 and 80, OCS-G 1874 covering portions of West Delta 79 and 80, OCS-G 1989 and OCS-G 2136 covering portions of West Delta 80, OCS-00786 covering South Marsh Island 48 and lease OCS-G 1609 covering South Pass 61, any interest other than any overriding royalty interests held by the Sellers in such lease;

(q) solely as to lease OCS-G 12210 covering Green Canyon 201 any record title or operating rights (for the avoidance of doubt, not including any overriding royalty interests) in the NE1/4 of Block 201, Green Canyon; and

(r) solely as to lease OCS-G 10794 covering Ship Shoal 301, Fieldwood's overriding royalty interest in such lease.

1.4 Effective Time. The purchase and sale of the Acquired Interests shall be effective as of 7:00 am (Central Prevailing Time) on the Closing Date (the “*Effective Time*”).

1.5 Certain Sellers. The Parties agree that each of FW GOM Pipeline and GOM Shelf have executed this Agreement as Sellers solely for the purpose of selling, assigning, conveying, transferring and delivering to Buyer any Acquired Interests held by such entities as of the Closing pursuant to this Article I and the applicable Transfer Documents, and without limiting the applicability of covenants and representations to the closing conditions set forth in Article VII neither FW GOM Pipeline nor GOM Shelf makes, or shall have any obligation or liability with respect to, any other covenant or representation of the Sellers made under this Agreement or any certificate delivered pursuant hereto. For the avoidance of doubt, neither FW GOM Pipeline or GOM Shelf shall be required or obligated to sell, assign, convey, transfer or deliver to Buyer or Buyer 2 any of the GOM Shelf Oil and Gas Properties. Notwithstanding anything to the contrary, Fieldwood Energy I, GOM Shelf, and their Subsidiaries shall have no liability under this Agreement or any Ancillary Document (including, without limitation, for breach, misrepresentation, fraud, breach of warranty, or otherwise) or relating to the sale or purchase of the Acquired Interests, the operation or business of the Acquired Interests, or any other transactions contemplated by this Agreement or any Ancillary Document, except for any breach (i) by Fieldwood Energy I of its obligations pursuant to Section 3(b)(i) of the Plan of Merger (as contemplated by Section 10.12(e)) or (ii) by FW GOM Pipeline or GOM Shelf of its obligations pursuant to Sections 9.2, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.9 and, in respect of its interest in an asset which is also in part a Co-Owned Asset, 10.11.

## ARTICLE II CONSIDERATION

### 2.1 Consideration.

(a) The aggregate consideration to be paid by Buyer and Buyer 2 to the Sellers with respect to the sale to Buyer and Buyer 2 of the Acquired Interests shall consist of the following (collectively, the “*Consideration*”)<sup>4</sup>: (1) a credit bid and equivalent release of the Sellers and any guarantors (and their respective successors and assigns) from a portion of the Claims arising under the Credit Agreement, in an aggregate amount up to the FLTL Claims Allowed Amount (as defined in the Plan) (the “*Credit Bid and Release*”), (2) the Cash Portion, (3) the GUC Warrants (as such

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<sup>4</sup> Note to Draft: Aggregate Consideration to be at least \$1.03 billion, subject to adjustments with consent of the Debtors, the Required DIP Lenders and the Requisite FLTL Lenders (each as defined in the Plan).

term is defined in the Plan) and (4) Buyer's assumption of the Assumed Liabilities (including, for the avoidance of doubt, the Liabilities set forth in Section 11.1(o))<sup>5</sup>.

(b) Prior to the Closing, the Sellers and Buyer shall in good faith endeavor to agree upon the Closing Cash Amount, the Effective Date Cash Obligations and the Effective Date Cash Obligations Amount in accordance with the definitions thereof.

(c) The Parties hereby agree that, for U.S. federal income tax purposes, the assumption by Buyer of the remaining Allowed FLFO Claims (as such term is defined in the Plan) pursuant to Section 11.1(o) hereof shall be treated as if: (i) Buyer issues a debt instrument to the Sellers ("**Buyer Obligation**") with terms that are identical (with the exception of the obligor) to the terms of the Buyer Parent Debt (defined below) as additional consideration for the Acquired Interests, (ii) the Sellers deliver the Buyer Obligation to holders of Allowed FLFO Claims (as such term is defined in the Plan) (together with the FLFO Distribution Amount (as such term is defined in the Plan)) in satisfaction of their Allowed FLFO Claims (as such term is defined in the Plan), in a transaction that constitutes a "significant modification" within the meaning of Treasury Regulations Section 1.1001-3, and (iii) Buyer Parent issues the First Lien Exit Facility (as such term is defined in the Plan) (the "**Buyer Parent Debt**") to holders of Allowed FLFO Claims (as such term is defined in the Plan) in substitution of the Buyer Obligation, thereby assuming Buyer's obligation with respect to the Buyer Obligation. The parties further agree that (i) the issue price, within the meaning of Section 1273 of the Code, of the Buyer Obligation is equal to the issue price of the Buyer Parent Debt and (ii) the Sellers shall take into account for U.S. federal income tax purposes any cancellation of debt consequences under the Code, resulting from or in connection with (including as a result of the application of Treasury Regulations Section 1.1274-5, if applicable) or arising from the transactions described in this paragraph.

2.2 Allocation of Adjusted Consideration. The Parties acknowledge and agree that the Credit Bid and Release and the Cash Portion (and the Assumed Liabilities, taking into account Section 2.1(c), and other relevant items, to the extent properly taken into account under the federal income Tax principles as consideration for the Acquired Interests) shall be allocated among the Acquired Interests in accordance with Section 1060 of the Code and the Treasury Regulations thereunder (and any similar provision of state, local or non-U.S. Law, as appropriate). Buyer shall, as promptly as practicable after the Closing Date, but in no case later than one hundred twenty (120) days following the Closing Date, prepare and deliver to the Sellers a proposed allocation as described in the preceding sentence (the "**Initial Allocation**"). The Parties, for a period of no more than ninety (90) days, shall cooperate in good faith to resolve any disagreements the Sellers may have with the Initial Allocation and agree on a final allocation (the "**Final Allocation**"). The Parties agree to file all Tax Returns (including the filing of IRS Form 8594 with their U.S. federal income Tax Return for the taxable year that includes the date of the Closing) consistent with the Final Allocation unless otherwise required by applicable Law.

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<sup>5</sup> Note to Draft: Sellers to be third party beneficiaries of the Direction Letter, with the right to specifically enforce the Credit Bid and Release.

### 2.3 Consents to Assign.

(a) The Sellers shall, within five (5) Business Days after the Execution Date (to the extent not sent prior to the Execution Date), send to the holder of each Applicable Consent with respect to each Lease and any Assigned Contract that is not a 365 Contract (for which notices regarding 365 Contracts are addressed in Section 6.7) a notice seeking such holder's consent to the transactions contemplated hereby or as otherwise sufficient to permit the assignment of such Lease or Assigned Contract to Buyer or Buyer 2, as applicable, pursuant to this Agreement upon entry of the Confirmation Order. Upon request of Buyer, the Sellers shall promptly provide a reasonable update to Buyer regarding the status of requests for consents made pursuant to this Section 2.3(a).

(b) If the Sellers fail to obtain an Applicable Consent prior to Closing and (i) with respect to any Lease or Assigned Contract that is not a 365 Contract, (A) the failure to obtain such Applicable Consent would under the express terms thereof cause the assignment of the Acquired Interest affected thereby to Buyer or Buyer 2, as applicable, to be void or voidable, (B) the failure to obtain such Applicable Consent would under the express terms thereof permit the termination of such Lease or Assigned Contract under the express terms thereof upon the purported assignment of such Lease or Assigned Contract to Buyer or Buyer 2, as applicable, pursuant to this Agreement, or (C) the failure to obtain such Applicable Consent would under the express terms thereof permit a party to such Lease or Assigned Contract to impose a financial or other penalty on any Seller, Buyer or Buyer 2 or (ii) with respect to any Lease or Assigned Contract, a party holding such Applicable Consent right has objected to the assignment of the affected Acquired Interest in accordance with the terms of the relevant Applicable Consent right (each Consent as to which clause (i) or (ii) is applicable, a "**Required Consent**"), then, unless the Bankruptcy Court has entered an order approving (or in the case of clause (ii), such objection is resolved to permit) the sale and assignment of the affected Acquired Interest to Buyer or Buyer 2, as applicable, pursuant to this Agreement without obtaining such Required Consent (and without Buyer or Buyer 2 being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent), the Acquired Interests (or portions thereof) affected by such un-obtained Required Consent shall be excluded from the Acquired Interests to be assigned to Buyer or Buyer 2 at Closing (and shall be considered Excluded Assets hereunder) (a "**Delayed Asset**"). In the event that any such Required Consent with respect to any such Delayed Asset (or portion thereof) is obtained during the Post-Closing Consent Period (or if during the Post-Closing Consent Period the Bankruptcy Court enters an order providing that (x) such Required Consent is not required to consummate the sale and assignment of the Delayed Asset to Buyer or Buyer 2, as applicable, pursuant to this Agreement or (y) the Delayed Asset may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the Delayed Asset to Buyer or Buyer 2, as applicable, pursuant to this Agreement) of such Required Consent) (in each case of clauses (x) and (y) without Buyer or Buyer 2 being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent) then, (1) the Sellers shall so notify Buyer, and (2) on or prior to the tenth (10th) Business Day after the date such Required Consent is obtained or such order referred to above is entered, the Sellers shall assign such Delayed Asset (or portions thereof) that were so excluded as a result of such previously un-obtained Required Consent to Buyer or Buyer 2, as applicable, pursuant to an instrument in substantially the same form as the Assignment, Bill of



Sale and Conveyance, or the JV Assignment Agreement (in the case where the Delayed Asset is a Fieldwood U.A. Interest or a JV Interest) (and such Delayed Asset (or portions thereof) shall no longer be considered Excluded Assets hereunder) and Buyer shall assume all Assumed Liabilities with respect thereto. Notwithstanding anything to the contrary in this Agreement, without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, (A) Buyer in its sole discretion may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Assets that is an Other Asset to Buyer, and (B) from and after the Closing, Buyer and the Sellers shall reasonably cooperate in a reasonable arrangement to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, each such Delayed Asset, including enforcement (at Buyer's cost) for the benefit of Buyer or Buyer 2, if applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided, further*, that (i) to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, and (ii) the Sellers shall (or, as to any Delayed Asset that is an Other Asset, at Buyer's request the Sellers shall) sell, transfer, convey, assign and deliver such Delayed Asset to Buyer or Buyer 2, as applicable, promptly after receipt of such Required Consent or the entry of such order referred to above with respect to such Delayed Asset; *provided* that Buyer shall so request such sale, transfer, conveyance, assignment and deliverance promptly after such receipt, unless (1) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining an incremental Liability as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (2) the Sellers and Buyer mutually agree not to make such sale, transfer, conveyance, assignment and deliverance of such Delayed Asset; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such request and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described in clause (B)(i) shall terminate.

(c) If the Sellers fail to obtain a Consent prior to Closing and such Consent (i) is not a Required Consent or (ii) is a Required Consent and prior to Closing the Bankruptcy Court enters an order providing that the affected Acquired Interests may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the affected Acquired Interests to Buyer pursuant to this Agreement) of such Required Consent (without Buyer or Buyer 2, as applicable, being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent), then, in the case of each of clauses (i) and (ii), the Acquired Interests (or portions thereof) subject to such un-obtained Consent shall nevertheless be assigned by the Sellers to Buyer at Closing as part of the Acquired Interests and Buyer shall be deemed to have assumed any and all Liabilities for the failure to obtain any such Consent as part of the Assumed Liabilities hereunder and Buyer shall have no claim against the Sellers from any Liability for the failure to obtain such Consent.

(d) Prior to Closing and until the 365th day after Closing (the “*Post-Closing Consent Period*”), with respect to any un-obtained Required Consents with respect to which the Bankruptcy Court shall not have entered an order providing that the affected Acquired Interests may be sold and assigned to Buyer or Buyer 2, as applicable, pursuant to this Agreement free and clear (as applicable to the sale and assignment of the affected Acquired Interests to Buyer or Buyer 2, as applicable, pursuant to this Agreement) of such Required Consent (without Buyer or Buyer 2, as applicable, being subject to the consequences set forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent), the Sellers shall use their commercially reasonable efforts to obtain such Required Consents, except that such obligation of the Sellers to use their commercially reasonable efforts to obtain Required Consents shall not apply in respect of any Delayed Asset with respect to which Buyer has made the election in accordance with the final sentence of Section 2.3(b). If Buyer so requests, the Sellers shall be required to make any payments or provide other consideration in order to obtain any such Required Consent (provided that Buyer shall reimburse Sellers for any such payment made after the Closing); *provided, however*, that without the consent of Buyer, the Sellers shall not be required to incur any Liability, pay any money or provide any other consideration in order to obtain any such Consent (other than any Liability or obligation to pay money or provide consideration that has been expressly assumed by Buyer). Buyer shall use its commercially reasonable efforts (without any obligation to incur any Liability, pay money or provide any other consideration) to assist and cooperate with the Sellers in furtherance of the Sellers’ efforts pursuant to this Section 2.3(d).

(e) The Sellers shall be deemed to have obtained all Consents required in respect of the assumption and/or assignment of any Lease or Assigned Contract if (i) the Sellers have properly served under the Bankruptcy Code notice of assumption and/or assignment on the counterparty to such Lease or Assigned Contract, (ii) any objections to assumption and/or assignment of such Lease or Assigned Contracts filed by such counterparty have been withdrawn or overruled (including pursuant to the Confirmation Order or other order of the Bankruptcy Court), and (iii) pursuant to the Confirmation Order or other order of the Bankruptcy Court, the Sellers are authorized to assume and/or assign such Lease or Assigned Contract to Buyer free and clear of such Consents, in each case without Buyer or Buyer 2, as applicable, being subject to the consequences forth in clauses (i)(A) through (i)(C) of the definition of Required Consent as a result of not obtaining such Required Consent.

2.4 Governmental Approvals. The Sellers and Buyer shall use commercially reasonable efforts to obtain the approval of, or waiver from, each Governmental Authority required, after giving effect to the entry of the Confirmation Order, to permit the assignment of the Acquired Interests to Buyer or Buyer 2, as applicable, pursuant to this Agreement, in accordance with Sections 6.5(b) and (c). If Buyer so requests, the Sellers shall be required to make any payments or provide any other consideration in order to obtain any Governmental Approval (provided that Buyer shall reimburse Sellers for any such payment made after the Closing); *provided, however*, that without the consent of Buyer, the Sellers shall not be required to incur any Liability, pay any money or provide any other consideration in order to obtain any such Governmental Approval (other than any Liability or obligation to pay money or provide consideration that has been expressly assumed by Buyer). If, as of the Closing, any Governmental Approval, other than any Governmental Approval that is required or permitted to be made or obtained after the Closing (and, if permitted, customarily made or obtained after the Closing)

(each, an “**Applicable Governmental Approval**”), has not been obtained and, notwithstanding the entry of the Confirmation Order, the failure to have obtained such Applicable Governmental Approval restricts the Sellers’ ability to transfer any Acquired Interest to Buyer or Buyer 2, as applicable, at Closing, then, notwithstanding anything to the contrary herein, (x) (A) without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, Buyer in its sole discretion may elect for the Sellers not to sell, transfer, convey, assign or deliver such Acquired Interests (which shall be treated as Delayed Assets, *mutatis mutandis*) and (B) from and after the Closing, (i) the Sellers and Buyer shall reasonably cooperate in a reasonable arrangement (to the extent legally permissible) to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, such Delayed Asset, including (at Buyer’s cost) enforcement for the benefit of Buyer or Buyer 2, as applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided*, that to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, (ii) the Sellers and Buyer shall reasonably cooperate with Buyer to obtain such Applicable Governmental Approval, and (iii) subject to the immediately following proviso, the Sellers shall promptly after receipt of the Applicable Governmental Approval with respect to such Delayed Asset, sell, transfer, convey, assign and deliver such Delayed Asset to Buyer or Buyer 2, as applicable, and Buyer or Buyer 2, as applicable, shall accept such conveyance; *provided* that, with respect to any such Delayed Asset that is an Other Asset, Buyer in its sole discretion (subject to the immediately following proviso) may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Asset to Buyer after receipt of the Applicable Governmental Approval; *provided* however that Buyer shall so request such sale, transfer, conveyance, assignment and deliverance promptly after receipt of the Applicable Governmental Approval, unless (1) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining any incremental Liabilities as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (2) the Sellers and Buyer mutually agree not to make such sale, transfer, conveyance, assignment and deliverance of such Delayed Asset; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such request and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described under clause (B)(i) shall terminate.

## 2.5 Preferential Rights.

(a) The Sellers shall, within five (5) Business Days after the Execution Date (to the extent not sent prior to the Execution Date), send to the holder of each Preferential Right with respect to any Acquired Interest a notice setting forth the information required to satisfy such notice provision for such Preferential Right and requesting a waiver thereof or as otherwise sufficient to permit the assignment of such Acquired Interest to Buyer or Buyer 2, as applicable, pursuant to this Agreement upon entry of the Confirmation Order free and clear of such Preferential Right if such Preferential Right is not validly waived or exercised prior to Closing.



The Sellers and Buyer shall agree in good faith on the holders to whom the notices in the preceding sentence shall be sent. Upon request of Buyer, the Sellers shall promptly provide a reasonable update to Buyer regarding requests for waivers of Preferential Rights made pursuant to this Section 2.5(a).

(b) If a bona fide Preferential Right with respect to any Acquired Interest is validly exercised prior to the Closing, such Acquired Interest and the related Contracts (solely to the extent related to such Acquired Interest) shall be excluded from the Acquired Interests conveyed to Buyer or Buyer 2, as applicable, at the Closing, the affected Acquired Interest will be deemed to be an Excluded Asset, and the Sellers shall pay over to Buyer all proceeds received for the affected Acquired Interest and related Contracts (or portion thereof) from the Person exercising such Preferential Right.

(c) If prior to Closing (i) any Acquired Interest is burdened by a Preferential Right that has not been validly exercised or waived as of the Closing, regardless of whether the time period for the exercise of such right has expired or (ii) any Person asserts that it is the beneficiary of a Preferential Right with respect to any Acquired Interest and objects to the sale of such Acquired Interest to Buyer pursuant to this Agreement and such objection is not resolved so as to permit the sale and assignment of such Acquired Interest free and clear of such Preferential Right (as applicable to the sale and assignment to Buyer or Buyer 2, as applicable, pursuant to this Agreement) to Buyer or Buyer 2, as applicable (by Final Order of the Bankruptcy Court or otherwise to Buyer's reasonable satisfaction), then, without limiting any of the rights of Buyer hereunder, including those set forth in Section 7.3, (A) at Buyer's option, such Acquired Interest shall be excluded from the Acquired Interests and treated as a Delayed Asset (*mutatis mutandis*), and (B) from and after the Closing, if Buyer so elects, (i) the Sellers and Buyer shall reasonably cooperate to provide a reasonable arrangement (to the extent legally permissible) to provide Buyer or Buyer 2, as applicable, with all of the benefits of, or under, such Delayed Asset, including (at Buyer's cost) enforcement for the benefit of Buyer or Buyer 2, as applicable, of any and all rights of the Sellers against any party with respect to such Delayed Asset arising out of the breach or cancellation with respect to such Delayed Asset by such party; *provided*, that to the extent that any such arrangement has been made to provide Buyer or Buyer 2, as applicable, with the benefits of, under or with respect to, a Delayed Asset, from and after the Closing, Buyer shall be responsible for, and shall promptly pay and perform all payment and other obligations under such Delayed Asset for the period during which Buyer or Buyer 2, as applicable, is receiving the benefits under the applicable Delayed Asset to the same extent as if such Delayed Asset had been assigned or transferred at the Closing, (ii) the Sellers and Buyer shall reasonably cooperate with Buyer to obtain the waiver of the Preferential Right with respect to such Delayed Asset, and (iii) if such asserted Preferential Right is not validly exercised prior to its expiration or waiver, or if the dispute regarding the Preferential Right affecting such Delayed Asset is resolved by Final Order of the Bankruptcy Court or otherwise to Buyer's reasonable satisfaction, such Delayed Asset, subject to the immediately following proviso, shall be promptly conveyed to Buyer or Buyer 2, as applicable; *provided* that, with respect to any such Delayed Asset that is an Other Asset, Buyer in its sole discretion (subject to the immediately following proviso) may elect for the Sellers not to sell, transfer, convey, assign or deliver such Delayed Asset to Buyer after the occurrence of the events in the preceding clause (iii); *provided* that Buyer shall so elect, unless (x) the retention of such Delayed Asset by the applicable Seller would not result in such Seller retaining any incremental Liability as compared to if such Seller had transferred such Delayed Asset to Buyer (unless Buyer

provides an amount in cash to the Sellers equal to the amount of such Liabilities and/or indemnification to the Sellers for any such Liabilities) or (y) the Sellers and Buyer mutually agree for Buyer not to so elect; *provided further* that from and after the date that is six (6) months after the Closing, Buyer shall have no obligation to make any such election and may elect for the Sellers to retain such Delayed Asset, in which case such Delayed Asset shall be an Excluded Asset for all purposes under this Agreement and the arrangements described in clause (B)(i) shall terminate. If, for any reason, such Preferential Right is validly exercised by the holder thereof after the Closing and prior to an election by Buyer for the Sellers to retain such Delayed Asset pursuant to the second proviso in the preceding sentence, the Sellers shall pay over to Buyer all proceeds paid for the affected Acquired Interest by the holder of the relevant Preferential Right.

2.6 [Reserved.]

2.7 Withholding. Buyer and its Affiliates shall be entitled to deduct and withhold, from any amounts payable under this Agreement, amounts required to be deducted and withheld under the Code or any other applicable Law. To the extent any amount is so withheld and paid to the appropriate Governmental Authority pursuant to applicable Law, such withheld amounts shall be treated for all purposes of the Agreement as having been paid to the Person in respect of which such deduction or withholding was made.

2.8 Assets Sold “As Is, Where Is”.

(a) BUYER ACKNOWLEDGES AND AGREES THAT THE ACQUIRED INTERESTS SOLD PURSUANT TO THIS AGREEMENT ARE SOLD, CONVEYED, TRANSFERRED AND ASSIGNED ON AN “AS IS, WHERE IS” BASIS “**WITH ALL FAULTS**” AND THAT, EXCEPT AS SET FORTH IN ARTICLE IV OF THIS AGREEMENT AND THE CERTIFICATES DELIVERED BY THE SELLERS AT CLOSING (BUT SUBJECT TO THE TERMINATION OF REPRESENTATIONS AND WARRANTIES AT CLOSING PURSUANT TO SECTION 13.1), THE SELLERS MAKE NO REPRESENTATIONS OR WARRANTIES, TERMS, CONDITIONS, UNDERSTANDINGS OR COLLATERAL AGREEMENTS OF ANY NATURE OR KIND, EXPRESS OR IMPLIED, BY STATUTE OR OTHERWISE, CONCERNING THE ACQUIRED INTERESTS OR THE CONDITION, DESCRIPTION, QUALITY, USEFULNESS, QUANTITY OR ANY OTHER THING AFFECTING OR RELATING TO THE ACQUIRED INTERESTS, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE ALSO HEREBY EXPRESSLY DISCLAIMED. BUYER FURTHER ACKNOWLEDGES THAT THE SELLERS HAVE MADE NO AGREEMENT OR PROMISE TO REPAIR OR IMPROVE ANY OF THE ACQUIRED INTERESTS BEING SOLD TO BUYER, AND THAT BUYER TAKES ALL SUCH ACQUIRED INTERESTS IN THE CONDITION EXISTING ON THE CLOSING DATE (SUBJECT TO SATISFACTION OR WAIVER OF THE CONDITIONS SET FORTH IN ARTICLE VII) “AS IS, WHERE IS” AND “**WITH ALL FAULTS**” AND WITHOUT WARRANTY OF TITLE. NOTHING HEREIN SHALL LIMIT BUYER’S REMEDIES IN THE EVENT OF FRAUD (AS DEFINED IN ANNEX I), EXCEPT THAT BUYER SHALL HAVE NO REMEDY IN THE EVENT OF FRAUD WITH RESPECT TO FIELDWOOD ENERGY I, FW GOM PIPELINE, GOM SHELF OR ANY OF THEIR RESPECTIVE SUBSIDIARIES.

(b) EXCEPT AS AND TO THE EXTENT EXPRESSLY SET FORTH IN ARTICLE IV OF THIS AGREEMENT OR THE CERTIFICATES DELIVERED BY THE SELLERS AT CLOSING (BUT SUBJECT TO THE TERMINATION OF REPRESENTATIONS AND WARRANTIES AT CLOSING PURSUANT TO SECTION 13.1), AND WITHOUT LIMITING THE GENERALITY OF SECTION 2.8(a), THE SELLERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS, STATUTORY OR IMPLIED, AS TO (i) TITLE TO ANY OF THE ACQUIRED INTERESTS, (ii) THE CONTENTS, CHARACTER OR NATURE OF ANY REPORT OF ANY PETROLEUM ENGINEERING CONSULTANT, OR ANY ENGINEERING, GEOLOGICAL OR SEISMIC DATA OR INTERPRETATION, RELATING TO THE ACQUIRED INTERESTS, (iii) THE QUANTITY, QUALITY OR RECOVERABILITY OF HYDROCARBONS IN OR FROM THE ACQUIRED INTERESTS, (iv) ANY ESTIMATES OF THE VALUE OF THE ACQUIRED INTERESTS OR FUTURE REVENUES GENERATED BY THE ACQUIRED INTERESTS, (v) THE PRODUCTION OF HYDROCARBONS FROM THE ACQUIRED INTERESTS, (vi) THE CONDITION, QUALITY, SUITABILITY OR MARKETABILITY OF THE ACQUIRED INTERESTS, INCLUDING THE MARKETABILITY OF ANY HYDROCARBONS, (vii) THE AVAILABILITY OF GATHERING OR TRANSPORTATION FOR HYDROCARBONS FROM THE ACQUIRED INTERESTS, (viii) THE CONTENT, CHARACTER OR NATURE OF ANY INFORMATION MEMORANDUM, REPORTS, BROCHURES, CHARTS OR STATEMENTS PREPARED BY OR ON BEHALF OF THE SELLERS OR THIRD PARTIES WITH RESPECT TO THE ACQUIRED INTERESTS, AND (ix) ANY OTHER MATERIALS OR INFORMATION THAT MAY HAVE BEEN MADE AVAILABLE TO BUYER OR ANY AFFILIATE OF BUYER, OR ITS OR THEIR EMPLOYEES, AGENTS, CONSULTANTS, REPRESENTATIVES OR ADVISORS IN CONNECTION WITH THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY DISCUSSION OR PRESENTATION RELATING THERETO. ANY AND ALL SUCH DATA, INFORMATION AND OTHER MATERIALS FURNISHED BY OR ON BEHALF OF THE SELLERS IS PROVIDED TO BUYER AS A CONVENIENCE, AND ANY RELIANCE ON OR USE OF THE SAME SHALL BE AT BUYER'S SOLE RISK.

2.9 Presence of Wastes, NORM, Hazardous Substances and Asbestos. BUYER ACKNOWLEDGES THAT THE ACQUIRED INTERESTS HAVE BEEN USED TO EXPLORE FOR, DEVELOP AND PRODUCE HYDROCARBONS, AND THAT SPILLS OF WASTES, CRUDE OIL, PRODUCED WATER, HAZARDOUS SUBSTANCES AND OTHER MATERIALS MAY HAVE OCCURRED THEREON OR THEREFROM. ADDITIONALLY, THE ACQUIRED INTERESTS, INCLUDING PRODUCTION EQUIPMENT, MAY CONTAIN ASBESTOS, HAZARDOUS SUBSTANCES OR NORM. NORM MAY AFFIX OR ATTACH ITSELF TO THE INSIDE OF WELLS, MATERIALS AND EQUIPMENT AS SCALE OR IN OTHER FORMS, AND NORM-CONTAINING MATERIAL MAY HAVE BEEN BURIED OR OTHERWISE DISPOSED OF ON THE ACQUIRED INTERESTS. SPECIAL PROCEDURES MAY BE REQUIRED FOR REMEDIATION, REMOVING, TRANSPORTING AND DISPOSING OF ASBESTOS, NORM, HAZARDOUS SUBSTANCES AND OTHER MATERIALS FROM THE ACQUIRED INTERESTS.

### ARTICLE III DUE DILIGENCE

#### 3.1 Due Diligence.

(a) From and after the date hereof until the Closing Date, the Sellers shall (i) afford to Buyer and its Representatives (at Buyer's cost) during normal business hours (A) upon the reasonable request of Buyer, reasonable access to and entry upon any specified Field Asset (subject to (1) execution of the Sellers' customary boarding agreement, (2) the terms, conditions and restrictions of agreements that are related to access to such Field Assets and to which any Seller is a party and (3) the consent of any third party operator, as applicable), including execution of agreements required by any third party with respect to access to such Field Assets for the purposes of performing onsite tests, inspections, examinations, investigations, studies and assessments of the Field Assets (including non-invasive environmental assessments of the Field Assets and, subject to the consent of the Sellers (such consent not to be unreasonably withheld, conditioned or delayed) invasive environmental assessments of the Field Assets; *provided*, that prior to conducting any invasive environmental assessments, Buyer and Sellers will cooperate in good faith to enter into a written agreement with respect to the parameters and scope of, allocation of liability with respect to, and rights to information (including samples) arising from, such assessments); and (B) at the offices of each of the Sellers, (1) reasonable access to the Sellers' title records, Leases, Easements, Contracts, environmental and legal materials, books, records, statements and operating data, information relating to the Field Assets (including all land and title records, surveys, abstracts of title, title insurance policies, title opinions, title curative and all lease, contract, division order, marketing, acquisition, correspondence, operations, environmental, insurance, production, accounting, regulatory, Property-Related Tax, Production Tax, Transfer Tax and well records and files) and any other information or documents that are in the possession or control of the Sellers and relate in any way to any Acquired Interests and (2) to the extent permitted in accordance with applicable licensing agreements, the opportunity to review the Field Data, and (ii) instruct the Sellers' representatives to reasonably cooperate with Buyer and its Representatives in their investigation of the Acquired Interests. Notwithstanding anything in this Section 3.1(a) to the contrary, (x) all such information shall be held in confidence by Buyer in accordance with the terms of Section 10.5, and (y) in no event shall the Sellers be obligated to provide (A) access or information in violation of applicable Law, (B) any information the disclosure of which would cause the loss of any legal privilege available to any Seller relating to such information or would cause any Seller to breach a confidentiality obligation to which it is bound; *provided* that the applicable Seller shall use commercially reasonable efforts to provide such information and documents in a manner that does not violate such Law or result in such loss of privilege or breach of obligation, or (C) copies of bids, letters of intent, expressions of interest or other proposals received from other Persons in connection with the transactions contemplated by this Agreement or information and analyses relating to such communications. For the avoidance of doubt, Buyer and its Representatives shall not be permitted to conduct any invasive environmental investigations without the Sellers' express written consent, which may be withheld by the Sellers in their sole discretion.

(b) No investigation by Buyer or other information received by Buyer shall operate as a waiver or otherwise affect any representation, warranty or agreement given or made by any Seller hereunder.



## ARTICLE IV SELLERS' REPRESENTATIONS

Each Seller represents and warrants to Buyer and Buyer 2, subject to the Disclosure Schedules (subject to Section 12.15), as follows:

4.1 Organization/Qualification. Each Seller is an entity duly formed, validly existing and in good standing under the Laws of the jurisdiction of its organization. Each Seller is qualified to do business and is in good standing under the Laws of each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, prevent, materially delay or materially impede the performance by such Seller of its obligations under this Agreement or its consummation of the transactions contemplated by this Agreement. Each Seller has all requisite power and authority required to own and operate its properties (including the Acquired Interests) and to carry on its business as now conducted.

4.2 Power and Authority. Subject to entry of the Confirmation Order and such other authorization as may be required by the Bankruptcy Court, each Seller has the requisite power and authority to execute and deliver this Agreement and the other Ancillary Documents to which it is (or, upon its execution and delivery, will be) a party and perform its obligations under this Agreement and such other Ancillary Documents.

4.3 Non-Contravention. Each Seller's execution, delivery and performance of this Agreement and each Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party and each Seller's performance of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provisions of the organizational documents of such Seller, Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico JV or (b) subject to (w) the entry of the Disclosure Statement Order and the Confirmation Order, (x) obtaining or making the Applicable Consents set forth on Schedule 4.8(b) in accordance with Section 2.3, (y) obtaining or making the Governmental Approvals set forth on Schedule 4.7 and (z) obtaining waivers for the Preferential Rights set forth on Schedule 4.8(a) (in the case of each of the preceding clauses (x) and (z), after giving effect to the Confirmation Order), result in (i) a breach of or default under, or give rise to any right of termination, revocation, cancellation or acceleration under, any Permit, Lease, Subject Unit Agreement, Easement, Assigned Contract, credit agreement (excluding the Credit Agreement), note, bond, mortgage, indenture, license or other agreement, document or instrument to which any Seller is a party or by which any Seller or any of the Acquired Interests may be bound, or otherwise result in a loss of any benefit relating to the Acquired Interests, (ii) the creation or imposition of any Encumbrance upon any Acquired Interest other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances), or (iii) violate any applicable Law, except, in the case of the preceding clauses (i) and (ii), as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

4.4 Authorization and Enforceability. Subject to entry of the Disclosure Statement Order and the Confirmation Order, each Seller has full capacity, power and authority to enter into and perform this Agreement, each Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party and the transactions contemplated herein and therein. The execution, delivery and performance by each Seller of this Agreement and each Ancillary

Document to which such Seller is (or, upon its execution and delivery, will be) a party have been duly and validly authorized and approved by all necessary company action on the part of such Seller. Subject to entry of the Disclosure Statement Order and the Confirmation Order, this Agreement and each Ancillary Document to which each Seller is (or, upon its execution and delivery, will be) a party are, or upon their execution and delivery will be, the valid and binding obligations of such Seller and enforceable against such Seller in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.5 Liability for Brokers' Fees. Other than Houlihan Lokey Capital, Inc., there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of any Seller who might be entitled to any fee, commission or expenses in connection with the transactions contemplated by this Agreement or any of the Ancillary Documents.

4.6 Litigation. Other than the Bankruptcy Cases or as specified on Schedule 4.6, no Claim (or any basis thereof) by any Governmental Authority or other Person (including expropriation or forfeiture proceedings) nor any legal, administrative or arbitration proceeding (or any basis thereof) is pending or, to the Sellers' Knowledge, threatened against any Acquired Interest or against any Seller relating to any Acquired Interest which, individually or in the aggregate, if determined or resolved adversely in accordance with the plaintiff's demands, (x) to the extent the representation is to the existence of any basis of any Claim or any legal, administrative or arbitration proceeding, would reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect and (y) otherwise, would reasonably be expected to be material to the Acquired Interests, individually or taken as a whole, or which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

4.7 Governmental Approvals. Except as set forth on Schedule 4.7, no Governmental Approval (other than the Disclosure Statement Order and the Confirmation Order) is required to authorize, or is otherwise required in connection with, (a) any Seller's valid execution and delivery by such Seller of this Agreement or any Ancillary Document to which such Seller is (or, upon its execution and delivery, will be) a party, (b) any Seller's performance of its obligations hereunder or thereunder or (c) the consummation of the transactions contemplated by this Agreement or any of the Ancillary Documents.

4.8 Preferential Rights; Applicable Consents.

(a) Except as set forth on Schedule 4.8(a), none of the Acquired Interests is subject to a Preferential Right.

(b) Except as set forth on Schedule 4.8(b), none of the Acquired Interests is subject to an Applicable Consent.

The inclusion of any Acquired Interest on Schedule 4.8 shall not be construed as an admission by Buyer or Sellers that any preferential purchase right or similar right or Consent in any agreement

relating to such Acquired Interest (or any express exception thereto contained in such agreement) is (or is not) applicable to the transactions contemplated hereby.

4.9 Taxes. Except as would not result, individually or in the aggregate, in a Material Adverse Effect and except as otherwise set forth on Schedule 4.9, (a) all Tax Returns required to be filed with respect to the Acquired Interests or any Hydrocarbon production therefrom (including Property-Related Taxes and Production Taxes) or by Fieldwood U.A. have been timely filed, and all such Tax Returns are true, complete and correct; (b) the Sellers have adequately accrued in accordance with GAAP, established adequate reserves for the payment of, and will timely pay, all Taxes which arise from or with respect to the Acquired Interests or any Hydrocarbon production therefrom or allocable thereto incurred in or attributable to all Pre-Closing Tax Periods (other than Taxes described in the preceding clause (a)); (c) all Taxes due and owing by the Sellers with respect to the Acquired Interests or any Hydrocarbon production therefrom (including with respect to Property-Related Taxes and Production Taxes) or by Fieldwood U.A. (whether or not shown on any Tax Return) have been paid, and no extension of time within which to file any such Tax Return is in effect; (d) there are no Encumbrances on any Acquired Interest; (e) no audits, investigations, examinations, audits, litigation, Claims or other proceedings are pending, or to the Sellers' Knowledge threatened in writing, against any Seller relating to the payment of Taxes (including Property-Related Taxes and Production Taxes) with respect to any Acquired Interests or with respect to Taxes for which Fieldwood U.A. may be liable; (f) there are no currently proposed or pending adjustments by any Governmental Authority in connection with any Tax Returns of any Seller pertaining to the Acquired Interests or of Fieldwood U.A.; (g) no waiver or extension of any statute of limitations has been granted or requested as to any Tax matter relating to any Acquired Interests or with respect to any Taxes for which Fieldwood U.A. may be liable, in each case, that is still in effect; (h) Fieldwood U.A. will not be required to include any item of income in, or exclude any item of deduction from, taxable income in any taxable period (or portion thereof) after Closing, as a result of any change in method of accounting, closing agreement, installment sale or receipt of any prepaid amount outside of the ordinary course of business, in each case, made or entered into prior to Closing; (i) no Governmental Authority responsible for the administration or imposition of Taxes in any jurisdiction in which a Seller or any of its Affiliates (in respect of the Acquired Interests) or Fieldwood U.A. has not filed a Tax Return has asserted in writing that such Seller, any of its Affiliates, or Fieldwood U.A., as the case may be, is subject to Tax or required to file a Tax Return in that jurisdiction; (j) Fieldwood U.A. has withheld and paid all Taxes required to have been withheld and paid in connection with amounts paid or owing to any employee, independent contractor, creditor, customer, shareholder or other third party; (k) Fieldwood U.A. has not been a member of any Company Group; (l) none of the Sellers or Fieldwood U.A. has engaged in a "*listed transaction*" within the meaning of Treasury Regulations Section 1.6011-4(b); (m) the Acquired Interests are not subject to, for federal income tax purposes, a partnership between any Seller and any other Person for which a partnership income tax return is required to be filed under Subchapter K of Chapter 1 of Subtitle A of the Code (other than a partnership for which an election to be excluded from such provisions is in effect pursuant to the provisions of Section 761 of the Code and the regulations thereunder); (n) Fieldwood U.A. is not, and does not own (directly or indirectly) stock or a warrant in, a corporation that is (or was at any time during the course of such ownership) a passive foreign investment company, as defined in Section 1297 of the Code; (o) Fieldwood U.A. is not a party to or bound by any Tax Sharing Agreement; and (p) Schedule 4.9(p) lists (A) the entity classification of Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof for U.S. federal income Tax purposes, as of the date hereof and as of the

Closing Date, and (B) each entity classification election and change in entity classification that has been made under Treasury Regulations Section 301.7701-3 with respect to Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof for U.S. federal income Tax purposes.

4.10 Well Status. Except as set forth on Exhibit C, (a) the Sellers are the operators of that portion of the Lease(s) covering all Scheduled Wells; (b) all Wells that are not currently producing Hydrocarbons in paying quantities have been plugged, abandoned and decommissioned, and all related salvage, site clearance and surface restoration and decommissioning operations have been completed, in accordance with all applicable Laws in all material respects; (c) no Scheduled Well has been permanently, or is currently temporarily, plugged and abandoned; and (d) there is no Well in respect of which any Seller or any of its Affiliates has received an order from any Governmental Authority requiring that such Well be plugged and abandoned (or re-plugged), other than a Well for which such plugging and abandonment (or re-plugging) requirements have been completely satisfied. All Wells that have not been plugged, abandoned and decommissioned are listed on Exhibit C.

4.11 Compliance with Laws; Permits. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, (a) each Seller, and to the Sellers' Knowledge each Third Person operator of any Lease (or portion thereof), Subject Unit or Easement, is in compliance, and since January 1, 2018 has at all times complied, with all applicable Laws and all Permits necessary or required in each case in connection with the ownership and, with respect to each Acquired Interest operated by a Seller, operation of the Acquired Interests, including the Leases, Subject Units, Easements and Wells and the production, marketing and disposition of Hydrocarbons therefrom; and (b) with respect to each Acquired Interest, the Sellers and, to the Sellers' Knowledge, each Third Person operator of such Acquired Interest, if applicable, has all Permits necessary or required in connection with the ownership and operation of such Acquired Interest, and all such Permits are in full force and effect. Since January 1, 2018, no Seller has received written notice from any Governmental Authority that any applicable Law or Permit has been violated or not complied with by any Seller. With respect to Suspense Funds, each Seller is in compliance with applicable Laws in all material respects. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, Fieldwood U.A. and the Mexico JV are in compliance with applicable Laws. Other than the Bankruptcy Cases, there is no judgment, decree, injunction, rule or order of any arbitrator or Governmental Authority outstanding against any Seller, Fieldwood U.A. or the Mexico JV that has had or would reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. All Permits held by the Sellers that relate to the Assets are valid and in full force and effect and no Seller is in default under or in violation of any such Permit, except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect.

4.12 Environmental Matters. Except as could not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect or as set forth on Schedule 4.12, (a) each Seller, and to the Sellers' Knowledge each Third Person operator of any Acquired Interest, if applicable, has all Permits required under Environmental Laws in connection with the ownership and operation of the Acquired Interests, including the Field Assets, the production, marketing and disposition of Hydrocarbons therefrom and the ownership and use of the Office Assets and all such Permits are in full force and effect; (b) no Seller has received, and to the Sellers' Knowledge no Third Person operator has received, any written notice of violation, assessment or incident of non-



compliance or other communication that alleges any actual or potential non-compliance with or Liability under any Environmental Law or Permit required under Environmental Laws in connection with ownership or operations of the Acquired Interests, including the Field Assets and Office Assets; (c) no investigation, proceedings or other Claims resulting from any Environmental Law or Permit required under Environmental Laws is pending, or to the Sellers' Knowledge threatened in writing, against any Asset, (d) the Assets are in compliance in all respects with all applicable Environmental Laws, and (e) there has been no Release under or from any Asset or, to the Sellers' Knowledge, at any asset or property formerly owned, leased or operated by, or otherwise arising from the operations of any Seller or any of its Affiliates or predecessors, in violation of, or in a manner reasonably expected to give rise to Liability under, Environmental Laws or any Permit required under Environmental Laws. The Sellers have made available to Buyer, in written or electronic format, all environmental site assessments, studies and analyses in the possession or control of any Seller addressing potentially material Losses, Claims or obligations pertaining to Environmental Contaminants or Environmental Law in relation to the Acquired Interests.

4.13 Payments. Except (x) as set forth on Schedule 4.13 and (y) for the Suspense Funds listed on Schedule 4.20, each Seller has timely (a) paid all Lease Burdens due in respect of Hydrocarbons produced from or allocable to any Acquired Interests payable by the Sellers, (b) reported to applicable Governmental Authorities, to the extent required by applicable Law, Hydrocarbons produced from or allocable to any Lease, Subject Unit or Well required to be reported by the Sellers, and (c) paid all amounts owing by such Seller under any Easement or with respect to any Office Asset, except, in the case of this clause (c), as would not be reasonably expected to result, individually or in the aggregate, in a Material Adverse Effect. No Seller has received written notice of any Claim that has not been resolved claiming that such Seller's disbursement of Lease Burdens or reporting of Hydrocarbon production with respect to the Acquired Interests is inaccurate, other than Claims relating to disbursements or reporting that are not, in the aggregate, material to the Acquired Interests taken as a whole.

#### 4.14 Material Contracts.

(a) Prior to the Execution Date, the Sellers made available to Buyer accurate and complete copies of all Material Contracts. Except as set forth on Schedule 4.14, no Seller has delegated or otherwise transferred to any third party any of its material rights or obligations with respect to any Assigned Contract. Except as set forth on Schedule 4.14, no Seller is a party to or bound by any of the following Contracts (other than any Contract that is an Excluded Asset or Retained Liability) (each, a "**Material Contract**"):

(i) any Contract (excluding any purchase orders entered into in the ordinary course of business) relating to or used in connection with any Acquired Interest that could reasonably be expected to provide for either (A) annual payments by, or revenues to, the Sellers of \$5,000,000 or more or (B) aggregate payments by, or revenues to, the Sellers of \$10,000,000 or more;

(ii) any Subject Unit Agreement;

(iii) any Hydrocarbon purchase and sale, exchange, marketing, compression, fractionation, drilling, completion, gathering, transportation, processing, production handling, refining, treatment, storage, handling, chemicals, construction or similar Contract, in each case, that is not terminable by the Sellers without penalty on thirty (30) days' or less notice;

(iv) any Contract to acquire, sell, lease, develop or otherwise dispose of or encumber any interest in any of the Acquired Interests after the Closing Date (other than sales of Hydrocarbons in the ordinary course of business);

(v) any Contract with any individual person acting as an independent contractor or consultant which includes payment for services to such person in excess of \$500,000 annually;

(vi) any Contract relating to or used in connection with any Acquired Interests that limits the freedom of any Seller to engage in any line of business or in any area or to compete with any Person or which would so limit the freedom of Buyer or any of its Affiliates after the Closing Date, including any noncompetition agreement, area of mutual interest or other agreement;

(vii) any Contract providing for any call upon, option to purchase, or similar rights with respect to the Acquired Interests or to the production therefrom or the processing thereof, or that is a dedication of production;

(viii) any Contract relating to or used in connection with any Acquired Interest that constitutes an operating agreement, exploration agreement, joint development agreement, farmin agreement, plugging and abandonment agreement, balancing agreement, platform use agreement, farmout agreement, partnership agreement, participation agreement, joint venture agreement, or similar Contract;

(ix) any Contract relating to or used in connection with any Acquired Interest involving any resolution or settlement or any actual or threatened Claim which imposes material continuing obligations on any Seller will not have been fully performed prior to the Closing Date;

(x) any Contract relating to or used in connection with any Acquired Interest that requires the posting of a security deposit, letter of credit, performance bond or surety;

(xi) any Contract relating to or used in connection with any Acquired Interest that is a seismic, engineering, geological or other geophysical acquisition agreement or license;

(xii) any Contract pursuant to which a Seller (A) grants to a third party any license, right to use or covenant not to sue under any Owned Intellectual Property or (B) is granted by a third party any license, right to use or covenant not to sue under any Intellectual Property (excluding from clause (B), (x) licenses for commercial off-the-shelf software that are generally available on non-discriminatory pricing terms which have an

aggregate annual cost of \$50,000 or less and (y) the licenses and agreements listed on **Exhibit F**;

(xiii) any lease or sublease for any personal property included in the Acquired Interests providing for annual rentals of \$250,000 or more;

(xiv) any lease or sublease of real property; and

(xv) any Contract by which any Seller is obligated by virtue of a take or pay payment, advance payment, production payment or other similar payment or commitment, to deliver Hydrocarbons, or proceeds from the sale thereof, attributable to the Sellers' aggregate interest in the Assets at some future time without receiving payment therefor at or after the time of delivery.

(b) Each Material Contract is in full force and effect and a valid and binding obligation of the Seller(s) party thereto and, to the Sellers' Knowledge, the other parties thereto, in accordance with its terms and conditions, except as such validity and enforceability may be limited by (i) bankruptcy, insolvency, or other similar Laws affecting the enforcement of creditors' rights generally, (ii) equitable principles of general applicability (whether considered in a proceeding at law or in equity), and (iii) the obligation to pay Cure Costs. No event has occurred which, with the passage of time or the giving of notice, or both, would constitute a default under or a violation of any Material Contract or would cause the acceleration of any right or obligation of any Seller or, to the Sellers' Knowledge, any other party thereto or the creation of an Encumbrance upon any Acquired Interest, except for such events that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect. No Seller nor, to the Sellers' Knowledge, any other party to any Material Contract has given written notice of any action to terminate, cancel, rescind, repudiate or procure a judicial reformation of any such Material Contract or any provision thereof.

(c) Prior to the Execution Date, the Sellers made available to Buyer accurate and complete copies of all Leases and Easements. Except as set forth on **Schedule 4.14(c)**, no Seller is a party to or bound by any Lease or Easement (other than any Lease or Easement that is an Excluded Asset or Retained Liability).

4.15 **Imbalances; Prepayments.** Except as set forth on **Schedule 4.15**, as of the Execution Date, (x) no Seller has a Claim constituting an Acquired Interest and (y) no Seller is subject to any Liability constituting an Assumed Liability, with respect to any Imbalance.

4.16 **AFEs; Cash Calls.** Except as set forth on **Schedule 4.16(a)**, no authorities for expenditure or other commitments to make capital expenditures relating to any Acquired Interest for which the Sellers' liability is in excess of \$200,000 is outstanding. Except as set forth on **Schedule 4.16(b)**, no cash calls or payments due from any Seller under the terms of the Assigned Contracts or otherwise relating to the Acquired Interests are past due by more than thirty (30) days (excluding amounts being disputed in good faith).

#### 4.17 Labor and Employment Matters.

(a) The Sellers have provided Buyer's legal and financial advisors, on a confidential basis and for professional eyes only, with a true and complete list of the following information for all employees of the Sellers and of each of their Affiliates (such employees from time to time, and whether or not listed, the "***Seller Employees***"), including name, title, hire date, location, whether full- or part-time, whether active or on leave (and, if on leave, the nature of the leave and the expected return date), whether exempt from the Fair Labor Standards Act of 1938, annual salary or wage rate, most recent annual bonus received, and current annual bonus opportunity (such list, the "***Employee List***"), which list may not be shared with any debt or equity holders of Buyer. In addition, the Sellers have provided Buyer with the Employee List, but excluding each Seller Employee's name and title, which can be shared with Buyer's debt and equity holders, the DIP Lenders (as such term is defined in the Plan) and the FLTL Lenders (as such term is defined in the Plan).

(b) The Sellers and each of their Affiliates are, and for the last three (3) years, have been, in compliance in all material respects with applicable Laws relating to labor and employment, including those relating to worker classification, labor management relations, wages and hours (including classification of independent contractors and exempt and non-exempt employees), overtime, collective bargaining, unemployment, workers' compensation, equal employment opportunity, discrimination, civil rights, affirmative action, work authorization, immigration, safety and health, continuation coverage under group health plans, information privacy and security and payment of withholding of taxes and social security.

(c) For the last three (3) years, (i), no allegations of sexual harassment or other sexual misconduct have been made against any current or former employee or independent contractor of the Sellers or any of their Affiliates who has three or more direct reports, (ii) there are and have been no actions pending or, to the Sellers' Knowledge, threatened in writing related to any allegations of sexual harassment or other sexual misconduct by any current or former employee or independent contractor of the Sellers or any of their Affiliates who has three or more direct reports, and (iii) neither the Sellers nor any of their Affiliates have entered into any settlement agreements related to allegations of sexual harassment or other sexual misconduct by any current or former employee or independent contractor of the Sellers or any of their Affiliates.

(d) There are no collective bargaining agreements to which any Seller or any Affiliate of any Seller is a party relating to any Seller Employee and, to the Sellers' Knowledge, threatened. No application for certification of a collective bargaining agent involving any Seller and any Seller Employee is pending. With respect to the Seller Employees, there are no (i) strikes, slowdowns, picketing or work stoppage by any Seller Employee pending or, to the Sellers' Knowledge, threatened or (ii) except as would not reasonably be expected to result in a material Liability, unfair labor practice charges or other employment or labor complaints pending or, to the Sellers' Knowledge, threatened in writing against any Seller or any of their Affiliates before the National Labor Relations Board or any other Governmental Authority or any current union representation questions involving any current or former employees or independent contractors of any Seller or any of their Affiliates.

#### 4.18 Employee Benefits.

(a) **Schedule 4.18** sets forth a true and complete list of each material (i) deferred compensation plan, (ii) incentive compensation plan, (iii) equity compensation plan, (iv) “*welfare*” plan, fund or program (within the meaning of Section 3(1) of ERISA), (v) “*pension*” plan, fund or program (within the meaning of Section 3(2) of ERISA), (vi) “*employee benefit plan*” (within the meaning of Section 3(3) of ERISA), (vii) employment (other than offer letters entered into in the ordinary course of business that do not provide for severance, transaction or retention bonuses or any guaranteed payments), termination, severance or “*change in control*” agreement and (viii) other employee benefit plan, fund, program, agreement or arrangement, in each case, that is sponsored, maintained or contributed to or required to be contributed to by any Seller or by any trade or business, whether or not incorporated, that together with any Seller would be deemed a “*single employer*” within the meaning of Section 4001(b) of ERISA (an “*ERISA Affiliate*”), or to which any Seller or any ERISA Affiliate is party, for the benefit of any Seller Employee (each an “*Employee Plan*”). Each Employee Plan that Buyer or one of its Affiliates shall assume as of the Closing will be so noted on **Schedule 4.18** (each an “*Assumed Employee Plan*”).

(b) None of the Sellers nor any of their Affiliates or ERISA Affiliates (nor any predecessor of any such entity) sponsors, maintains, administers or contributes to (or has any obligation to contribute to), or has in the past six (6) years sponsored, maintained, administered or contributed to (or had any obligation to contribute to), or has or is reasonably expected to have any direct or indirect Liability with respect to, any plan subject to Title IV of ERISA, including any “*multiemployer plan*” (as defined in Section 3(37) of ERISA or any plan described in Section 413 of the Code). No Assumed Employee Plan is a multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA).

(c) Each Assumed Employee Plan that is intended to be qualified under Section 401(a) of the Code has received a favorable determination letter or opinion, is entitled to rely on an opinion letter from the IRS or has applied to the IRS for such a letter within the applicable remedial amendment period or such period has not expired and, to the Sellers’ Knowledge, no circumstances exist that would reasonably be expected to result in the loss of such qualification.

(d) No Assumed Employee Plan provides for any post-employment or post-retirement medical, dental, disability, hospitalization, life or similar benefits (whether insured or self-insured) to any current or former employee of the Sellers (other than coverage mandated by applicable Law, including COBRA).

(e) Each Employee Plan has been maintained, funded and administered in compliance with its terms and all applicable Law, including ERISA and the Code, except where the failure to be so operated would not reasonably be expected to result in a material Liability. There is no action, suit, investigation, audit, proceeding or claim (other than routine claims for benefits) pending against or, to the Sellers’ Knowledge, threatened against or involving any Employee Plan before any court or arbitrator or any Governmental Authority, including the IRS, the Department of Labor or the Pension Benefit Guaranty Corporation, that would reasonably be expected to result in a material Liability.



(f) Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby (either alone or together with any other event) will (i) entitle any current or former employee or independent contractor to any material payment or benefit, including any bonus, retention, severance, retirement or job security payment or benefit, (ii) accelerate the time of payment or vesting or trigger any payment or funding (through a grantor trust or otherwise) of compensation or benefits under, or increase the amount payable or trigger any other obligation under, any Employee Plan with respect to any current or former employee or independent contractor or (iii) result in the payment of any amount that would subject any current or former employee or independent contractor to excise taxes under Section 4999 of the Code.

4.19 Non-Consent Operations. Except as set forth on Schedule 4.19, no operations are being conducted or have been conducted on any Field Assets with respect to which any Seller has elected, or been deemed, to be a non-consenting party under the applicable operating agreement and with respect to which all of such Seller's rights have not yet reverted to it.

4.20 Suspense Funds. Schedule 4.20 sets forth the amount of all Suspense Funds as of the date set forth therein.

4.21 Payout Balances. To the Sellers' Knowledge, Schedule 4.21 contains a list of the estimated status of any "*payout*" balance (on a gross Working Interest basis for all Working Interest owners affected thereby), as of the date set forth on such Schedule, for each Well, Lease or Subject Unit that is subject to a reversion or other adjustment at some level of cost recovery or payout.

4.22 Title to Acquired Interests.

(a) The Sellers: (i) with respect to each Lease listed on Exhibit A, hold pursuant to such Lease a valid interest in all or a portion of the oil and gas interests leased pursuant to such Lease, (ii) with respect to each Easement listed on Exhibit B, have a valid easement or other limited property interest in such Easement and (iii) with respect to each Well listed on Exhibit C, hold pursuant to one or more of the Leases a valid interest in all or a portion of the oil and gas produced from such Well, in each case, free and clear of any Encumbrances (other than (x) Permitted Encumbrances and (y) as would not be material to such Acquired Interest). For the avoidance of doubt, the Sellers do not make any representations or warranties pursuant to the preceding sentence with respect to holding any specific net revenue interest or working interest in any of the Wells or Leases. Except for the Encumbrances described on Schedule 4.22, the Sellers have good and valid title to all Acquired Interests other than the Wells, Leases, Easements and Subject Units, and are the record and beneficial owners of the Fieldwood U.A. Interests and the JV Interests, in each case free and clear of any Encumbrances and any other limitation or restriction (including any restriction on the right to vote, sell or otherwise dispose of the Fieldwood U.A. Interests or the JV Interests), other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances), in each case except as would not be material to such Acquired Interest.

(b) No Affiliate of Fieldwood that is not a Seller owns any asset, property or right that is an Acquired Interest or would have been an Acquired Interest if such Affiliate had been a Seller hereunder.

(c) The Acquired Interests constitute all of the property and assets used or held for use in the business of the Sellers as it relates to the ownership and operation of the Leases and are adequate to conduct the business of the Sellers as it relates to the ownership and operation of the Leases as currently conducted.

(d) Except as set forth on Schedule 4.22(d), no Seller or any of its Affiliates owns any real property.

4.23 Insurance. Schedule 4.23 sets forth a true and complete list of all policies of insurance held by or maintained by the Sellers or any of their Affiliates related to any Acquired Interests or the Seller Employees, including the type of policy, the limits of the coverage and any deductible or self-retention limit with respect thereto. Such policies of insurance are in full force and effect. Except as set forth on Schedule 4.23, no Seller has received, since January 1, 2020, any written notice from any insurer under any insurance policy applicable to the Acquired Interests or the Seller Employees disclaiming or limiting coverage with respect to any particular material claim or such policy in general or canceling or amending any such policy. All premiums payable under all such insurance policies have been timely paid and each Seller has otherwise complied in all material respects with the terms and conditions of all such insurance policies. To the Knowledge of the Sellers, no termination of, material non-ordinary course premium increase with respect to, or material alteration of coverage under, any of such policies or bonds has been threatened.

4.24 Related Party Transactions. Except as set forth on Schedule 4.24, (a) there are no Assigned Contracts by and between any Seller and (i) any Affiliates of, or holder of five percent (5%) or more of the equity of, any Seller, (ii) any director or officer of any Seller or of any Person referenced in clause (i), or (iii) any “*associate*” or “*immediate family*” member (as such terms are respectively defined in Rule 12b-2 and Rule 16a-1 of the Securities Exchange Act of 1934) of any Person referenced in clause (i) or (ii) (the Persons referenced in clauses (i), (ii) and (iii) collectively, the “*Seller Related Parties*”) and (b) no Seller has otherwise entered into any transactions or other arrangements with any Seller Related Parties that will be binding on Buyer or the Acquired Interests after the Closing Date.

#### 4.25 Intellectual Property.

(a) Schedule 4.25(a) contains a true and complete list of each of the issuances, registrations and applications for issuance or registration included in the Owned Intellectual Property, specifying as to each such item, as applicable, (i) the owner of such item, (ii) each jurisdiction in which such item is issued or registered or in which any application for issuance or registration has been filed, (iii) the respective issuance, registration and/or application number of such item and (iv) the date of application and issuance or registration of such item.

(b) The Sellers are the sole and exclusive owners of all Owned Intellectual Property, in each case free and clear of any Encumbrance (except Permitted Encumbrances). The Sellers own or have a valid and enforceable license or other right to use all Transferred Intellectual Property, and the Transferred Intellectual Property is all of the Intellectual Property (except Trademarks) necessary for the conduct of, or used or held for use in, the business of the Sellers as it relates to the Acquired Interests as currently conducted.

(c) There exist no restrictions on the Sellers' disclosure, use, license or transfer of the Owned Intellectual Property, and the consummation of the transactions contemplated by this Agreement will not alter, encumber, impair or extinguish any Owned Intellectual Property or the Sellers' rights under any material Licensed Intellectual Property or impair the right of the Sellers to develop, use, sell, license or otherwise dispose of, or to bring any action for the infringement, misappropriation or other violation of, any Owned Intellectual Property.

(d) The Sellers have not infringed, misappropriated or otherwise violated any Intellectual Property of any Person. There is no Claim pending or threatened in writing, in each case, against any Seller (i) challenging or seeking to deny or restrict, the rights of any Seller in any of the Transferred Intellectual Property, (ii) alleging that any Transferred Intellectual Property is invalid or unenforceable, (iii) alleging that the use of any of the Transferred Intellectual Property or any services provided, processes used or products manufactured, used, imported or sold by any Seller, misappropriate, infringe or otherwise violate any Intellectual Property of any Person or (iv) otherwise alleging that any Seller has infringed, misappropriated or otherwise violated any Intellectual Property of any Person.

(e) The Sellers have taken commercially reasonable steps to maintain, enforce and protect the Owned Intellectual Property. None of the issuances or registrations included in the Owned Intellectual Property has been adjudged invalid or unenforceable in whole or part, all issuances and registrations included in the Owned Intellectual Property are valid, enforceable, in full force and effect and subsisting, and all registration, maintenance and renewal fees applicable to such issuances and registrations that are currently due have been paid and all documents and certificates related to such items and required to be filed with the relevant Governmental Authority for the purposes of maintaining such items have been filed with the relevant Governmental Authority.

(f) To the Sellers' Knowledge, no Person has infringed, misappropriated or otherwise violated any material Owned Intellectual Property. The Sellers have taken commercially reasonable steps in accordance with normal industry practice to maintain the confidentiality of all material Owned Intellectual Property the value of which to any of the Sellers is contingent upon maintaining the confidentiality thereof and no such material Owned Intellectual Property has been disclosed other than to employees, representatives, agents or partners of the Sellers or any other Persons, in each case, who are bound by written and enforceable confidentiality agreements.

(g) The Sellers have appropriate procedures in place designed to provide that all material Intellectual Property conceived or developed by employees performing their duties for any Seller, and by Third Persons performing research and development for any Seller, have been assigned to such Seller, as applicable. To the extent that any material Owned Intellectual Property has been developed or created by any Third Persons (including any current or former employee) for any Seller, such Seller has a written agreement with such Third Persons with respect thereto, which provides that such Seller either (i) has obtained ownership of and is the sole and exclusive owner of or (ii) has obtained a valid right to exploit, sufficient for the conduct of its business as it relates to the Acquired Interests, as currently conducted, such material Owned Intellectual Property.



(h) The Seller IT Assets operate and perform in a manner that permits each Seller to conduct its business as it relates to the Acquired Interests as currently conducted, and the Sellers have taken commercially reasonable actions, consistent with current industry standards, to protect the integrity and security of the Seller IT Assets (and the confidentiality and security of all information and transactions stored or contained therein or transmitted thereby) against unauthorized use, access, interruption, modification or corruption, including the implementation of commercially reasonable (i) data backup, (ii) disaster avoidance and recovery procedures, (iii) business continuity procedures and (iv) encryption and other security protocol technology. There has been no unauthorized use, access, interruption, modification or corruption of any Seller IT Assets that had a material adverse impact on the Sellers.

(i) The Sellers have at all times materially complied with all applicable Laws, policies, procedures and contractual and all other obligations governing the collection, use, storage, processing, disclosure, protection, or security of Personal Information collected, used, stored, transferred or processed by or on behalf of any Seller (collectively, the “**Data Obligations**”). There has been no material loss, theft, security breach or unauthorized or unlawful disclosure or acquisition of any such Personal Information. No Claim has been asserted or, to the Sellers’ Knowledge, threatened in writing, in each case, against any Seller alleging a violation of any Data Obligation. For purposes of this Section 4.25(b), “**Personal Information**” means, in addition to any definition for any similar term (e.g., “personal data” or “personally identifiable information”) provided by applicable Law, all information that identifies or can reasonably be used to identify an individual person.

4.26 Undue Influence. In the past five (5) years, in connection with the ownership or operation of the business of the Sellers as it relates to the Acquired Interests, neither any Seller nor, to the Sellers’ Knowledge, any director, officer, agent, employee or Affiliate, in each case, of any Seller, has taken any action, directly or indirectly, with respect to the business of the Sellers as it relates to the Acquired Interests that would result in a material violation of the Foreign Corrupt Practices Act of 1977 and the rules and regulations thereunder (the “**FCPA**”) or any anti-corruption or anti-bribery laws, export control laws or sanctions issued or promulgated by any Governmental Authority. In the past five (5) years, each Seller, and, to the Sellers’ Knowledge, their respective Affiliates, have conducted the business of the Sellers as it relates to the Acquired Interests in compliance with the FCPA and all anti-corruption and anti-bribery laws, export control laws and sanctions issued or promulgated by any Governmental Authority in all material respects.

4.27 No Undisclosed Material Liabilities. Except as set forth on Schedule 4.27, there are no Liabilities of or relating to the business of the Sellers as it relates to the ownership or operation of the Acquired Interests that would constitute Assumed Liabilities (without taking into account any modifications requested by Sellers to the Co-Owned Assets, Other Assets or Assumed Liabilities after the Execution Date) that would be required by GAAP to be disclosed on financial statements of the Sellers as of the Execution Date, other than Liabilities (a) reflected or disclosed in the consolidated balance sheet of the Sellers for the fiscal quarter ended September 30, 2020 (“**Balance Sheet Date**”), (b) incurred in the ordinary course of business since the Balance Sheet Date (excluding any breaches of Law or any Lease, Easement or Contract), (c) disclosed in any materials filed with the Bankruptcy Court prior to the Execution Date in connection with the Bankruptcy Cases, (d) set forth on the Disclosure Schedules or (e) that are not material, individually or in the aggregate, to the Acquired Interests.

#### 4.28 Absence of Certain Changes.

(a) Since the Balance Sheet date through the Execution Date, (i) except as authorized by the Bankruptcy Court prior to the date hereof, including as expressly contemplated by any orders entered in the Bankruptcy Cases from and after the Petition Date through the date hereof, the Acquired Interests have been owned and operated in the ordinary course of business in all material respects and (ii) except as disclosed on the Financial Statements, there has not been a Material Adverse Effect.

(b) From January 1, 2020 through the Execution Date, except as set forth on **Schedule 4.28(b)**, or as expressly contemplated by any orders entered in the Bankruptcy Cases from and after the Petition Date, the Sellers have not: (A) purchased or otherwise acquired any material properties or assets (tangible or intangible) that constitute Acquired Interests or sold, leased, licensed, transferred, abandoned or otherwise disposed of any material assets that would otherwise have constituted Acquired Interests, except for (x) purchases of materials, and sales of Hydrocarbons and surplus inventory, in each case, in the ordinary course of business and (y) purchases or sales not contemplated by the preceding clause (x) that involved consideration of less than \$5,000,000 individually, and \$10,000,000 in the aggregate, (B) removed any material Inventory or other Acquired Interests from any of the properties or facilities that will transfer to Buyer as a result of the transactions contemplated hereby, other than in the ordinary course of business or (C) suffered any damage or destruction to or loss of any Acquired Interest whether or not covered by insurance where the value of such damage, destruction or loss (measured by cost to the Sellers of repairing or replacing the applicable Acquired Interest) was greater than \$1,000,000.

4.29 Equipment and Fixed Assets. Except as would not reasonably be expected to result, individually or in the aggregate, in a Material Adverse Effect, all Inventory is in good operating condition and state of repair for the purposes for which they are used by the Sellers in the operation of its business, normal wear and tear excepted.

4.30 Operatorship. The Sellers have not received written notice of any vote to have the Sellers removed as the named operator of any of the Field Assets for which any Seller is currently designated as the operator and for which such vote is pending as of the Execution Date. From September 30, 2013 through the Execution Date, no Seller has been removed as the named operator of any material Field Asset.

#### 4.31 Joint Venture.

(a) Fieldwood U.A. is an entity duly formed and validly existing under the Laws of the Netherlands. To the Sellers' Knowledge, (i) Fieldwood Mexico is an entity duly formed and validly existing under the Laws of the Netherlands and (ii) each of the Subsidiaries of Fieldwood Mexico is an entity duly formed and validly existing under the Laws of its jurisdiction of incorporation. Fieldwood U.A. is, and, to the Sellers' Knowledge, the Mexico JV is qualified to do business and is in good standing under the Laws of each jurisdiction where such qualification is necessary, except for those jurisdictions where failure to be so qualified would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect. Fieldwood U.A.

has, and, to the Sellers' Knowledge, the Mexico JV has all requisite power and authority required to own and operate their properties and to carry on their business as now conducted.

(b) Prior to the date hereof, the Sellers have made available to Buyer all organizational documents and equity holder, stockholder, operating, membership, voting and other similar agreements of or relating to Fieldwood U.A. and, to the Sellers' Knowledge, the Mexico JV (the "**Organizational Documents**"). None of any Seller or, to the Sellers' Knowledge, any other Person, is in material breach of any Organizational Document. Other than the Organizational Documents, there are no agreements to which any Seller is a party with respect to the voting of any JV Interests or Fieldwood U.A. Interests or which restrict the transfer of any JV Interests or Fieldwood U.A. Interests.

(c) To the Sellers' Knowledge, Fieldwood Mexico has the following Subsidiaries, each of which are incorporated in Mexico: (1) Fieldwood Energy de Mexico, S. de R.L. de C.V.; (2) Fieldwood Energy E&P Mexico, S. de R.L. de C.V.; and (3) Fieldwood Energy Services de Mexico, S. de R.L. de C.V. To the Sellers' Knowledge, as of the Execution Date, the equity interests of: (i) Fieldwood Mexico consists of (A) class A shares, (B) class B shares and (C) class D shares, (ii) Fieldwood Energy de Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*), (iii) Fieldwood Energy E&P Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*) and (iv) Fieldwood Energy Services de Mexico, S. de R.L. de C.V. consists of two (2) equity interests (*partes sociales*) (the equity interests of the Mexico JV collectively, the "**JV Shares**"). The equity interests of Fieldwood Mexico and each of its Subsidiaries that are held by the Sellers are listed on **Schedule 4.31(c)**. To the Sellers' Knowledge, (x) the equity interests of Fieldwood Mexico, and (y) the issued and outstanding JV Shares are held of record by the Persons listed on **Schedule 4.31(c)**.

(d) The outstanding equity interests of Fieldwood U.A., as of the Execution Date, consist of the Fieldwood U.A. Interests, and are held of record by the Persons listed on **Schedule 4.31(d)**.

(e) All of the issued and outstanding Fieldwood U.A. Interests and, to the Sellers' Knowledge, JV Interests have been duly authorized and validly issued, and are fully paid and nonassessable and were not issued in violation of any rights of first refusal, preemptive rights or similar rights. Except as set forth on **Schedule 4.31(c)** and **Schedule 4.31(d)**, (i) all of the outstanding securities or other similar ownership interests of any class or type of or in Fieldwood U.A. are held by Fieldwood Offshore LLC and Fieldwood, (ii) there are no outstanding securities or other similar ownership interests of any class or type of or in Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico J.V. and (iii) there are no outstanding options, warrants, calls, purchase rights, subscription rights, exchange rights or other rights, convertible exercisable or exchangeable securities, "**phantom**" equity rights, stock appreciation rights, equity-based performance units, or similar agreements, commitments or undertakings of any kind pursuant to which Fieldwood U.A. or, to the Sellers' Knowledge, the Mexico JV is or may become obligated to (i) issue, deliver, transfer, sell or otherwise dispose of, or pay an amount relating to, any securities or other similar ownership interests of the Mexico JV or Fieldwood U.A., or any securities convertible into or exercisable or exchangeable for any securities or other ownership interests of the Mexico JV or Fieldwood U.A., or (ii) redeem, purchase or otherwise acquire any outstanding securities of the Mexico JV or Fieldwood U.A.

(f) Fieldwood U.A. has no employees. Fieldwood U.A. has (i) no assets other than the JV Interests held by Fieldwood U.A. and (ii) except as set forth on **Schedule 4.31(f)**, no non *de minimis* Liabilities other than those Liabilities incident to the ownership of the JV Interests held by Fieldwood U.A. (but not any Liabilities with respect to any breach of Law or Contract with respect to the ownership of such JV Interests).

4.32 **Plan of Merger.** The FWE I Oil and Gas Properties (excluding the assets listed on Exhibit I-K of the Plan of Merger) include solely “Legacy Apache Properties” (as such term is defined in the Apache Term Sheet (as such term is defined in the Restructuring Support Agreement)) and no other asset. As of the Execution Date, there is no asset listed on Exhibit I-K of the Plan of Merger that is related to, used or held for use in connection with or held as inventory in connection with, any Lease, Easement or Well listed on **Exhibit A**, **Exhibit B** or **Exhibit C**.

4.33 **Exhibit X-1.** **Exhibit X-1** sets forth an estimate of estimated Working Capital Assets (excluding clause (b) of the definition thereof) and Working Capital Liabilities (excluding clause (b) of the definition thereof) assuming an Effective Time occurring on June 30, 2021, which was prepared at the direction of the Sellers. To the Sellers’ Knowledge, when prepared in February 2021, the information in **Exhibit X-1** reflected a reasonable estimate of Working Capital Assets (excluding clause (b) of the definition thereof) and Working Capital Liabilities (excluding clause (b) of the definition thereof) assuming an Effective Time occurring on June 30, 2021, subject to (a) the assumptions described therein and (b) omission of liabilities for accrued payroll. To the Sellers’ Knowledge, (x) the Fieldwood Energy I Closing Accounts Receivable do not include or exclude assets that would have resulted in a material deviation of the net amount of the Working Capital Assets described in **Exhibit X-1** if such assets had been estimated and reflected in **Exhibit X-1** when prepared and (y) the Fieldwood Energy I Closing Accounts Payable do not include or exclude liabilities that would have resulted in a material deviation of the net amount of the Working Capital Liabilities described in **Exhibit X-1** if such liabilities had been estimated and reflected in **Exhibit X-1** when prepared (assuming that all, or substantially all, pre-petition payables are excluded from the calculation of Fieldwood Energy I Closing Accounts Payable as obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order, including by being paid as Cure Costs), in the case of each of clause (x) and clause (y), after taking into account duplication between the accounts described in **Exhibit X-1** and in the definitions of Working Capital Assets and Working Capital Liabilities, on the one hand, and Fieldwood Energy I Closing Accounts Receivable and Fieldwood Energy I Closing Accounts Payable, on the other hand.

## ARTICLE V BUYERS’ REPRESENTATIONS

Each of Buyer and Buyer 2 represents and warrants to the Sellers, subject to the Disclosure Schedules (subject to **Section 12.15**), as follows:

### 5.1 **Organization; Standing; Capitalization.**

(a) Each of Buyer and Buyer 2 is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware. Each of Buyer and

Buyer 2 has all requisite power and authority and all governmental licenses, authorizations, permits, consents and approvals required to carry on its business as now conducted.

(b) At the Closing, (i) all of the issued and outstanding [membership interests] of Buyer are held by [\_\_\_\_], a [\_\_\_\_] (“**Buyer Intermediate**”), (ii) all of the issued and outstanding [membership interests] of Buyer 2 are held by Buyer, (iii) all of the issued and outstanding [membership interests] of Buyer Intermediate are held by [\_\_\_\_], a [\_\_\_\_] (“**Buyer Parent**”) and (iv) all of the issued and outstanding [membership interests] of Buyer Parent are held by [\_\_\_\_], a [\_\_\_\_] (“**Buyer Grandparent**”).<sup>6</sup>

(c) At the Closing, except as set forth on Schedule 5.1(c), the authorized and issued equity interests of Buyer Grandparent (the “**Buyer Grandparent Equity Interests**”) shall consist solely of the New Equity Interests, GUC Warrants and the New Warrants, in each case, issued pursuant to, and in accordance with, the Plan. At the Closing, all of the issued and outstanding Buyer Grandparent Equity Interests, and all of the membership interests of Buyer Parent, Buyer, Buyer 2 and Buyer Intermediate, will have been duly authorized and validly issued, and will be fully paid and nonassessable and not issued in violation of any rights of first refusal, preemptive rights or similar rights. As of the Closing Date, except as set forth in Section 5.1(b) and the first sentence of this Section 5.1(c), there are no issued and outstanding (i) securities or other similar ownership interests of any class or type of or in Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent or (ii) options, warrants, calls, purchase rights, subscription rights, exchange rights or other rights, convertible exercisable or exchangeable securities, “**phantom**” equity rights, stock appreciation rights, equity-based performance units, or similar agreements, commitments or undertakings of any kind pursuant to which Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent is or may become obligated to (A) issue, deliver, transfer, sell or otherwise dispose of, or pay an amount relating to, any securities or other similar ownership interests of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent or any securities convertible into or exercisable or exchangeable for any securities or other ownership interests of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent, or (B) redeem, purchase or otherwise acquire any outstanding securities of Buyer, Buyer 2, Buyer Intermediate, Buyer Parent or Buyer Grandparent.<sup>7</sup>

(d) As of immediately following the Closing, the only Liabilities of Buyer, Buyer 2, Buyer Intermediate and Buyer Parent will be: (x) liabilities under the Exit Facilities (as defined in the Plan), (y) in the case of Buyer and Buyer 2, the Assumed Liabilities and (z) Liabilities incurred in connection with this Agreement or any of the Ancillary Documents or any of the transactions contemplated hereunder or thereunder (including with respect to any surety bonds).

5.2 Power. Each of Buyer and Buyer 2 has the requisite power and authority to execute and deliver this Agreement and the Ancillary Documents to which it is a party and perform its obligations under this Agreement and such Ancillary Documents.

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<sup>6</sup> Note to Draft: To be confirmed.

<sup>7</sup> Note to Draft: To be confirmed.



5.3 Non-Contravention. Buyer's execution, delivery and performance of this Agreement and each Ancillary Document to which Buyer is (or, upon its execution and delivery, will be) a party and the performance of the transactions contemplated herein and therein will not (a) conflict with or result in a breach of any provisions of the organizational documents of Buyer or (b) assuming compliance with matters referred to in Section 5.7, violate any material Law applicable to Buyer. Buyer 2's execution, delivery and performance of this Agreement and each Ancillary Document to which Buyer 2 is (or, upon its execution and delivery, will be) a party and the performance of the transactions contemplated herein and therein will not (x) conflict with or result in a breach of any provisions of the organizational documents of Buyer 2 or (y) assuming compliance with matters referred to in Section 5.7, violate any material Law applicable to Buyer 2.

5.4 Authorization and Enforceability. Each of Buyer and Buyer 2 has full capacity, power and authority to enter into and perform this Agreement, each Ancillary Document to which Buyer and Buyer 2, as applicable, is (or, upon its execution and delivery, will be) a party and the transactions contemplated herein and therein. The execution, delivery and performance by each of Buyer and Buyer 2 of this Agreement and each Ancillary Document to which Buyer and Buyer 2, as applicable, is (or, upon its execution and delivery, will be) a party have been duly and validly authorized and approved by all necessary organizational action of Buyer and Buyer 2, as applicable. This Agreement and each Ancillary Document to which Buyer and Buyer 2 is (or, upon its execution and delivery will be) a party are, or upon their execution and delivery will be, the valid and binding obligations of Buyer and Buyer 2, as applicable, and enforceable against Buyer and Buyer 2, as applicable, in accordance with their respective terms, subject to the effects of bankruptcy, insolvency, reorganization, moratorium and similar Laws as well as to principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

5.5 Liability for Brokers' Fees. Other than Rothschild & Co. US Inc. and Intrepid Partners, LLC, there is no investment banker, broker, finder or other intermediary which has been retained by or is authorized to act on behalf of Buyer or Buyer 2 who might be entitled to any fee, commission or expenses in connection with the transactions contemplated by this Agreement or any of the Ancillary Documents.

5.6 Litigation. Neither any Claim by any Governmental Authority or other Person nor any legal, administrative or arbitration proceeding is pending or, to Buyer's Knowledge, threatened against Buyer or Buyer 2 which in any manner challenges or seeks to prevent, enjoin, alter or materially delay the transactions contemplated by this Agreement.

5.7 Governmental and Third Person Consents. Except as set forth on Schedule 5.7 no Governmental Approval is required to authorize, or is otherwise required in connection with, (a) Buyer's or Buyer 2's valid execution and delivery of this Agreement or any Ancillary Document to which Buyer or Buyer 2 is (or, upon its execution and delivery, will be) a party, (b) Buyer's or Buyer 2's performance of their respective obligations hereunder or thereunder or (c) the consummation of the transactions contemplated by this Agreement and the Ancillary Documents.

5.8 Financial Capability. At or prior to the Closing, Buyer has provided to the Sellers a true and complete copy of the [Direction Letter.]<sup>8</sup>

5.9 Qualification. At the Closing, Buyer will have met the BOEM Qualifications.

5.10 Bankruptcy. There are no bankruptcy, reorganization, receivership or arrangement proceedings pending against or to Buyer's Knowledge, threatened against Buyer or Buyer 2.

5.11 Investor Status; Investigation.

(a) To the extent any Acquired Interests constitute securities, the Acquired Interests are being acquired by Buyer and Buyer 2 for investment purposes only, for Buyer's and Buyer 2's own account and not with a view to, or for resale in connection with, any distribution thereof in violation of the 1933 Act.

(b) Each of Buyer and Buyer 2 acknowledges that, to the extent any Acquired Interests constitute securities, the sale of the Acquired Interests has not been registered under the 1933 Act or any state or foreign securities laws and that the Acquired Interests, to the extent constituting securities, may not be sold, transferred, offered for sale, pledged, hypothecated or otherwise disposed of unless such transfer, sale, assignment, pledge, hypothecation or other disposition is pursuant to the terms of an effective registration statement under the 1933 Act and registered under any applicable state or foreign securities laws or pursuant to an exemption from registration under the 1933 Act and any applicable state or foreign securities laws.

(c) Each of Buyer and Buyer 2 has such expertise, knowledge and sophistication in financial and business matters generally that it is capable of evaluating, and has evaluated, the merits and economic risks of its investment in the Acquired Interests. Each of Buyer and Buyer 2 is knowledgeable of the oil and gas business and of the usual and customary practices of oil and gas producers, including those in the areas where the Acquired Interests are located. Further, each of Buyer and Buyer 2 is capable of making such investigation, inspection, review and evaluation of the Acquired Interests as a prudent purchaser would deem appropriate under the circumstances including with respect to all matters relating to the Acquired Interests, their value, operation and suitability.

(d) Each of Buyer and Buyer 2 has had the opportunity to examine all aspects of the Acquired Interests that Buyer and Buyer 2 have deemed relevant and has had access to all information requested by Buyer or Buyer 2 with respect to the Acquired Interests in order to enter into this Agreement. In connection with the transactions contemplated hereby, each of Buyer and Buyer 2 has had the opportunity to ask such questions of, and has received sufficient answers from, the representatives of the Sellers and obtain such additional information about the Acquired Interests as each of Buyer and Buyer 2 deems necessary to enter into this Agreement.

(e) Each of Buyer and Buyer 2 confirms, acknowledges and agrees that Buyer and Buyer 2, as applicable, is relying entirely upon the representations and warranties of the Sellers in this Agreement, any certificates delivered hereunder and any Ancillary Document, as well as

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<sup>8</sup> Note to Draft: Subject to Agent feedback (i.e., whether 1 letter or 2 letters).



Buyer's and Buyer 2's own investigations and inspections of the books, records and assets of the Sellers, including the Acquired Interests, prior to the execution of this Agreement in entering into this Agreement and proceeding with the transactions on the terms as set forth herein. Each of Buyer and Buyer 2 acknowledges and agrees that, other than the express representations and warranties of the Sellers set forth in Article IV, in the certificates delivered by the Sellers at Closing, or any Ancillary Document, any description of the Sellers, their businesses, operations and assets (including the Acquired Interests) in this Agreement, the Disclosure Schedules or any Ancillary Document is for the sole purpose of identification only and no representation, warranty or condition is or will be given by the Sellers in respect of the accuracy of any description. In deciding to enter into this Agreement, and to consummate the transactions contemplated hereby, other than the express representations and warranties of the Sellers set forth in Article IV, any certificates delivered hereunder and any Ancillary Document, each of Buyer and Buyer 2 has relied solely upon its own knowledge, investigation, judgment and analysis and not on any other disclosure or representation made by the Sellers or the Sellers' representatives. Nothing herein shall limit Buyer's or Buyer 2's remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries.

5.12 No Other Representations. No Seller nor any other Person (on behalf of any Seller or otherwise) has made or is making any representation or warranty whatsoever, express or implied, at law or in equity, with respect to the Sellers, the Acquired Interests, this Agreement or the transactions contemplated by this Agreement other than the representations and warranties expressly set forth in Article IV (as modified by the Disclosure Schedules), the certificates delivered hereunder or any Ancillary Document, and neither Buyer nor Buyer 2 is relying on and has not relied on any representation or warranty other than those representations or warranties set forth in Article IV (as modified by the Disclosure Schedules), the certificates delivered hereunder or any Ancillary Document and any reliance by Buyer or Buyer 2 on any representation or warranty other than those representations and warranties set forth in Article IV (as modified by the Disclosure Schedules), the certificates delivered hereunder or any Ancillary Document is hereby expressly disclaimed. Nothing herein shall limit Buyer's or Buyer 2's remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries.

## ARTICLE VI COVENANTS AND AGREEMENTS

6.1 Covenants and Agreements of the Sellers. The Sellers covenant and agree that, during the Interim Period (or, if earlier, until termination of this Agreement), except (u) as otherwise expressly required under this Agreement or any Ancillary Document, (v) as required by any applicable Law or Governmental Authority (including the Bankruptcy Code, the Bankruptcy Court and any actions required to be taken (or not taken) by the Sellers in order to comply with any orders of the Bankruptcy Court), (w) to the extent related solely to Excluded Assets and/or Retained Liabilities, (x) for renewal of insurance coverage in the ordinary course of business, (y) for emergency operations to address any emergency that threatens human life, safety or the environment; *provided* that the Sellers will provide notice to Buyer of any such emergency operation prior to taking such action if practicable and, otherwise, as soon as reasonably practicable

thereafter or (z) otherwise with Buyer's prior written consent (not to be unreasonably withheld, conditioned or delayed):

(a) except as set forth on Schedule 6.1(a), each Seller shall and shall cause its Affiliates to:

(i) carry on the business of the Sellers as it relates to the Acquired Interests in the ordinary course of business consistent with past practice and use commercially reasonable efforts to maintain, preserve and protect the Acquired Interests in the condition in which they exist on the Execution Date, except for ordinary wear and tear and except for replacements, modifications or maintenance in the ordinary course of business consistent with past practice;

(ii) maintain and operate as a reasonably prudent operator in the ordinary course of business the Field Assets operated by the Sellers as of the Execution Date and maintain the Office Assets as a reasonably prudent lessee and owner;

(iii) use commercially reasonable efforts to maintain their relationships with, and preserve for the business of the Sellers as it relates to the Acquired Interests, and preserve the goodwill of, their key suppliers and customers; *provided, however*, that (x) this clause (iii) will not restrict the Sellers from taking any action deemed necessary, prudent or advisable in the business judgment of the Sellers in connection with the Bankruptcy Cases, including with respect to any claim of any suppliers or customers of the Sellers that is subject to the Bankruptcy Cases, and (y) prior to taking any action (other than such action required by the Plan or an order of the Bankruptcy Court) outside the ordinary course of business that the Sellers reasonably believe will adversely affect their relationships with their key suppliers and customers, the Sellers will consult with Buyer prior to taking any such action;

(iv) pay or cause to be paid, when due, all Taxes, Lease Burdens and development and operating expenses and other payments, in each case consistent with past practice, except (A) royalties held in suspense in good faith and (B) expenses or royalties being contested in good faith;

(v) maintain its books, accounts and records consistent with past practice;

(vi) pay all post-petition trade payables and use commercially reasonable efforts to collect accounts receivable, as they related to the Acquired Interests after the Petition Date, in each case in the ordinary course of business consistent with past practice but, in the case of post-petition trade payables, in no event later than the due date thereof, unless being disputed in good faith (but, for the avoidance of doubt, subject to applicable orders of the Bankruptcy Court);

(vii) provide Buyer (promptly but in no event later than three (3) Business Days after the Sellers' receipt thereof) with copies of any written notice received from any Third Person with respect to (A) any proposed operations on any Field Asset or

(B) any Claim relating to any Acquired Interests (in the case of each of clauses (A) and (B), where the Sellers' Liability (or potential Liability) is in excess of \$1,000,000);

(viii) provide Buyer with copies of any material correspondence received from any Governmental Authority with respect to any Acquired Interests as soon as reasonably practicable, but in no event later than two (2) Business Days after the Sellers' receipt thereof; and

(ix) within ten (10) Business Days following the execution of this Agreement, deliver to Buyer a true and complete list of the names, titles, hire date, location, whether full- or part-time, whether active or on leave (and, if on leave, the nature of the leave and the expected return date), whether exempt from the Fair Labor Standards Act of 1938, annual salary or wage rate, most recent annual bonus received, current annual bonus opportunity for all Seller Employees, which list shall be updated not less than ten (10) Business Days prior to the Closing to reflect the hiring, resignation or termination of any Seller Employee; and

(b) except as set forth on Schedule 6.1(b), each Seller shall not and shall cause its Affiliates not to:

(i) modify in any material respect its now existing credit, collection or payment policies, procedures or practices as they relate to the Acquired Interests, including accelerating collections of receivables or failing to pay or delaying payment of payables in a manner inconsistent with its now existing practices;

(ii) remove any Acquired Interest from any real property or other location of the Sellers' business such that such Acquired Interest is no longer located within any property of the Sellers' business that is an Acquired Interest, except for sales of inventory in the ordinary course of business;

(iii) subject to, and without limiting, the Sellers' rights pursuant to Section 6.4, transfer, convey, sell, abandon or otherwise dispose of any material Acquired Interests (other than sales of Hydrocarbons in the ordinary course of business consistent with past practice) or any interest in any of the Leases;

(iv) create any Encumbrance on any Acquired Interests other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances) or Encumbrances that will be released prior to Closing (including if released pursuant to the Confirmation Order);

(v) commence, propose, commit or agree to participate in any single operation with respect to any Field Asset with an anticipated cost in excess of \$1,000,000;

(vi) amend, modify, renew or terminate any Material Contract or enter into any Contract that would be an Material Contract if it existed on the date hereof if such Material Contract would be an Assigned Contract;

(vii) (A) hire any officers or other senior executive employees or terminate any such officer or employee (other than for “cause”); or (B) except in the ordinary course of business consistent with past practice, hire any other employees or terminate any such other employee (other than for “cause”);

(viii) (A) increase the annual rate of base salary or any target bonus opportunity of any Seller Employee, except in the ordinary course of business consistent with past practice and not in excess of 3% for any Seller Employee; (B) pay any bonus, benefit, or other direct or indirect incentive compensation (other than any such payments authorized pursuant to any first or second day orders in the Bankruptcy Cases); (C) award any equity or equity-based compensation awards (whether phantom or equity) with respect to the equity of any Seller or any of its Affiliates; (D) modify, amend or terminate any Employee Plan; (E) enter into or modify any employment, compensation, severance, non-competition, or similar Contract (or amend any such Contract) to which any Seller or any of its Affiliates is a party; or (F) adopt any new severance pay, termination pay, deferred compensation, bonus, or other employee benefit plan, agreement, program, practice, arrangement or policy with respect to Seller Employees that would be an Employee Plan if it existed on the date hereof (including any employment agreement, severance agreement, change in control agreement, or transaction or retention bonus agreements), except, in the case of each of clauses (A) through (F), (1) to the extent set forth in any order of the Bankruptcy Court or as required by applicable Law; or (2) to the extent required pursuant to the terms of any Employee Plan, as in effect on the date hereof;

(ix) relinquish its position as operator to any Person other than Buyer or Buyer 2 with respect to any Acquired Interest operated by the Sellers;

(x) waive, release, settle or compromise any material Claim or proceeding relating to any Acquired Interest;

(xi) subject to, and without limiting, the Sellers’ rights pursuant to Section 6.4, enter into any merger or divisive merger, or liquidate or dissolve;

(xii) sell, lease, license (except for non-exclusive licenses granted in the ordinary course of business) or otherwise transfer or dispose of, abandon or permit to lapse, fail to take any action necessary to maintain, enforce or protect, or create or incur any Encumbrance (other than Permitted Encumbrances) on, any material Owned Intellectual Property;

(xiii) cause or allow any of its current directors and officers liability, property or casualty insurance policies that apply to any of the Acquired Interests or that apply to the business of the Sellers as it relates to the Acquired Interests to be canceled or terminated or any of the coverage thereunder to lapse unless, simultaneously with such termination, cancellation or lapse, replacement policies providing coverage equal to or greater than the coverage under the canceled, terminated or lapsed policies are in full force and effect;

(xiv) make, change or revoke any material Tax election in respect of the Acquired Interests, settle or otherwise compromise any claim relating to Taxes of Fieldwood U.A. or with respect to the Acquired Interests, enter into any closing agreement or similar agreement relating to Taxes of Fieldwood U.A. or the Acquired Interests, surrender any right to claim a Tax refund, offset or other reduction in Tax Liability of Fieldwood U.A. or with respect to the Acquired Interests, or request any ruling or similar guidance with respect to Taxes of Fieldwood U.A. or with respect to the Acquired Interests; or

(xv) enter into any Contract or other commitment to take, or authorize the taking of or resolve to take, any actions prohibited by this Section 6.1(b).

6.2 Casualty Event. The Sellers shall give Buyer prompt written notice of any Casualty Event that occurs with respect to any Acquired Interest during the Interim Period, together with a description of the applicable insurance coverage and an estimate of the Sellers' exposure with respect to such Casualty Event. If the damaged or taken Acquired Interest is not repaired or replaced on or before the Closing Date, the Sellers shall provide to Buyer an assignment of all of the Sellers' right, title and interest in and to all insurance proceeds and recoveries from Third Persons payable, in each case with respect to the Acquired Interest damaged or taken as the result of such Casualty Event.

6.3 Press Releases. Except as required in the Bankruptcy Cases or by applicable Law (a) each Party shall consult with the other before issuing any press release or otherwise making any public statement with respect to the transactions contemplated by this Agreement and (b) no Party shall issue any press release or make any such public statement before obtaining the other Party's prior written approval, which shall not be unreasonably withheld, conditioned or delayed. To the extent such release or public statement is required by Law, the Party intending to make such release or public statement (i) shall give the other Party the opportunity (within reasonable time before any applicable deadline) to review and comment upon such release or public statement and (ii) shall consider in good faith all reasonable comments thereto received sufficiently in advance of any applicable deadline.

#### 6.4 Solicitation; Other Offers.

(a) Each of Buyer and Buyer 2 acknowledges and agrees that from and after the Execution Date through entry of the Confirmation Order, the Sellers may take any action (including entering into any agreement or letter-of-intent with respect thereto) to cause, promote, assist with or enter into an Alternative Transaction.

(b) Without limiting the foregoing, the Sellers may, directly or indirectly through its Representatives, (i) engage in discussions and negotiations regarding an Alternative Transaction with any one or more Third Persons as potential bidders (each, an "**Alternative Bidder**") in connection with the solicitation of one or more proposals relating to an Alternative Transaction and (ii) furnish to any Alternative Bidder who has signed a confidentiality agreement and has made a request therefor any public or non-public information relating to the Sellers and afford to any such Alternative Bidder access to any properties, Acquired Interests, books or records of the Sellers or the business of the Sellers; *provided* that the Sellers shall not actively solicit



proposals relating to an Alternative Transaction unless the failure to do so would be contrary to or inconsistent with applicable fiduciary duties.

#### 6.5 Regulatory Matters; Cooperation.

(a) The Sellers, on one hand, and Buyer, on the other hand, shall cooperate, and reasonably determine upon the advice of counsel within fifteen (15) Business Days of the Execution Date, other than the notifications required to be filed under the HSR Act, any notifications, filings, consents, clearances, waivers, waiting periods and approvals, if any, required under any applicable Antitrust Law in connection with the transactions contemplated by this Agreement (including by any persons that will hold, directly or indirectly, any equity interest in Buyer as of or immediately after the Closing) (the “**Foreign Antitrust Approvals**”). Subject to Section 6.5(c), as soon as reasonably practicable (and, in any event, within ten (10) Business Days, or a later date as agreed by the Parties) after the Execution Date, the Sellers, on the one hand, and Buyer, on the other hand, shall each prepare and file, or cause to be prepared and filed, any notifications required to be filed under the HSR Act with the United States Federal Trade Commission, the Antitrust Division of the United States Department of Justice and any Foreign Antitrust Approvals, and request early termination of the waiting periods applicable to such notifications. Subject to Section 6.5(c), Buyer, on the one hand, and the Sellers, on the other hand, shall promptly respond to any requests for additional information or documentary materials in connection with such filings and shall take all commercially reasonable actions necessary to cause the waiting periods applicable to such notifications to terminate or expire at the earliest practicable date after the date of filing. The Sellers shall be responsible for payment of the applicable filing fee under the HSR Act or Foreign Antitrust Approvals, and each Party shall be responsible for any other payment of its own respective costs and expenses incurred by such Party (including attorneys’ fees and other legal fees and expenses) associated with the preparation of its portion of any antitrust filings.

(b) Subject to the provisions of Section 6.5(c) and Section 6.7, including the limitations set forth therein, the Sellers, on the one hand, and Buyer, on the other hand, shall use reasonable best efforts to obtain, at the earliest practicable date, all necessary Governmental Approvals and all necessary registrations, declarations and filings (including registrations, declarations and filings with Governmental Authorities and any change in control requirements relating to any consent decrees, decisions, judgments, settlements, consent orders, stipulations, decrees or similar orders relating to the Acquired Interests, if any), in each case for the consummation of the transactions contemplated by this Agreement and the Ancillary Documents, and use its reasonable best efforts to avoid any Claim by any Governmental Authority relating to the transactions contemplated by this Agreement and the Ancillary Documents. Subject to the provisions of Section 6.5(c) and Section 6.7, including the limitations set forth therein, in addition to such actions, the Sellers, on the one hand, and Buyer, on the other hand, shall use reasonable best efforts to (i) take all acts necessary in connection with meeting with any Governmental Authority regarding the transferring of the Permits included in the Acquired Interests and (ii) execute and deliver any additional instruments reasonably necessary to consummate the transactions contemplated hereby and to fully carry out the purposes of this Agreement.

(c) The Sellers, on the one hand, and Buyer, on the other hand, (i) to the extent permissible, shall promptly inform each other of any material communication from any



Governmental Authority concerning this Agreement, the transactions contemplated hereby, and any filing, notification or request for approval by any Governmental Authority and (ii) to the extent permissible, shall permit the other to review in advance any proposed written or material oral communication or information submitted to any such Governmental Authority in response thereto. In addition, none of the Parties shall agree to participate in any meeting with any Governmental Authority in respect of any filings, investigation or other inquiry with respect to this Agreement or the transactions contemplated hereby, unless, to the extent permissible, such Party consults with the other Parties in advance and, to the extent permitted by any such Governmental Authority, gives the other Party the opportunity to attend and participate thereat, in each case to the maximum extent reasonably practicable. Subject to restrictions under any Law, each of Buyer, on the one hand, and the Sellers, on the other hand, shall furnish the other with copies of all correspondence, filings and communications (and memoranda setting forth the substance thereof) between it and its Affiliates and their respective Representatives on the one hand, and the Governmental Authority or members of its staff on the other hand, with respect to this Agreement, the transactions contemplated hereby (excluding documents and communications which are subject to preexisting confidentiality agreements or to the attorney-client privilege or work product doctrine or which refer to valuation of the Acquired Interests) or any such filing, notification or request for approval. Each Party shall also furnish the other Party with such necessary information and assistance as such other Party and its Affiliates may reasonably request in connection with their preparation of necessary filings, registration or submissions of information to the Governmental Authority in connection with this Agreement, the transactions contemplated hereby and any such filing, notification or request for approval. Notwithstanding anything to the contrary in this Agreement, nothing in this Agreement shall require Buyer or the Sellers, or any of their respective Affiliates to (and none of any Seller or any of its Affiliates shall, without the prior written consent of Buyer), in performing their respective obligations under this Section 6.5, (i) enter into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Authority in connection with the transactions contemplated hereby, (ii) divest or otherwise hold separate (including by establishing a trust or otherwise), or take any other action (or otherwise agree to do any of the foregoing) with respect to the Acquired Interests or any assets or business of Buyer or any of its Affiliates or (iii) defend any Claim relating to the transactions contemplated by this Agreement or any Ancillary Document, except, in the case of each of clauses (i) through (iii), actions expressly contemplated to be taken by the Sellers in accordance with the Plan.

(d) Notwithstanding anything to the contrary contained in this Agreement, Buyer shall, on behalf of the Parties, control and lead all communications and strategy relating to the Antitrust Laws (*provided* that the Sellers are not constrained from complying with applicable Law), *provided*, further, that the Parties shall consult and cooperate with one another, and consider in good faith the views of one another, regarding the form and content of any analyses, appearances, presentations, memoranda, briefs, arguments, opinions and proposals made or submitted by or on behalf of either Party in connection with proceedings under or relating to any Antitrust Law prior to their submission.

#### 6.6 Bankruptcy Court Matters.

(a) Qualified Bids. Subject to the terms of the Disclosure Statement Order, if one or more Qualified Bid(s) (as such term is defined in the Disclosure Statement Order) is

received by the Sellers on or before the Bid Deadline (as such term is defined in the Disclosure Statement Order), no later than three (3) Business Days after the Bid Deadline (as such term is defined in the Disclosure Statement Order), the Sellers shall file with the Bankruptcy Court a notice of receipt of such Qualified Bid(s) (as such term is defined in the Disclosure Statement Order) and the Sellers' proposed procedures for selecting the highest or otherwise best bid, including, but not limited to, any procedures for submitting revised bids and/or holding an auction to the extent the Sellers determine holding an auction will maximize value to the Sellers' estate.<sup>9</sup>

(b) Confirmation Order. The Sellers and Buyer shall use commercially reasonable efforts to obtain entry by the Bankruptcy Court of a Confirmation Order by no later than May 10, 2021. The Confirmation Order shall be in form and substance acceptable to the Sellers and Buyer. The Sellers acknowledge and agree, and the Confirmation Order shall provide that, on the Closing Date and concurrently with the Closing, all then existing or thereafter arising Liabilities and Encumbrances of, against or created by the Sellers or their bankruptcy estates, shall be fully released from and with respect to the Acquired Interests, which shall be transferred to Buyer free and clear of all Encumbrances (other than Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) and Retained Liabilities and Buyer shall at Closing be required to assume the Assumed Liabilities as set forth hereunder. The Sellers and Buyer covenant and agree that if the Confirmation Order is entered, they will pursue the transactions contemplated by the Confirmation Order and in this Agreement. The Sellers shall use commercially reasonable efforts to cause the Confirmation Order to provide either that (a) the Sellers have complied with the requirements of any applicable Law relating to bulk sales and transfer or (b) compliance with applicable Law relating to bulk sales and transfers is not necessary or appropriate under the circumstances. Buyer agrees that it will take commercially reasonable efforts to take such actions as are reasonably requested by the Sellers to assist in obtaining entry of the Confirmation Order.

(c) Reasonable Efforts. The Sellers shall use commercially reasonable efforts to (i) obtain entry of the Disclosure Statement Order, (ii) promptly commence solicitation on the Plan upon entry of the Disclosure Statement Order, and (iii) (A) facilitate the solicitation, confirmation and consummation of the Plan and the transactions contemplated hereby, (B) obtain entry of the Confirmation Order and (C) consummate the Plan.

(d) Bankruptcy Filings.

(i) During the Interim Period, the Sellers shall deliver to Buyer copies of all pleadings, motions, notices, statements, schedules, applications, reports and other papers that relate, in whole or in part, to this Agreement and the transactions contemplated hereby at least two (2) Business Days prior to the date when the Sellers intend to file any such pleading or other document (*provided*, that if delivery of such motions, orders or materials (other than the Plan, the disclosure statement, a disclosure statement order, the Confirmation Order or adequate protection order) at least two (2) Business Days in advance is not reasonably practicable, such motion, order or material shall be delivered as soon as reasonably practicable prior to filing) for Buyer's prior review and comment, and the

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<sup>9</sup> Note to Draft: Under discussion with the Debtors.

Sellers shall consult in good faith with Buyer regarding the form and substance of such filings to the extent they are related to the Acquired Interests, any Assumed Liabilities or the transactions contemplated hereby, including any of Buyer's rights or obligations hereunder. The Parties shall use commercially reasonable efforts to consult and cooperate regarding (i) any such pleadings, motions, notices, statements, schedules, applications, reports or other papers, (ii) any discovery taken in connection with seeking entry of the Confirmation Order (including any depositions) and (iii) any hearings relating to the Confirmation Order, including the submission of any evidence, including witness testimony, in connection with such hearing. The Sellers agree to diligently prosecute the entry of the Confirmation Order as provided herein. During the Interim Period (subject to Section 6.4), the Sellers shall not take any action that is intended to (or is reasonably likely to), or fail to take any action the intent (or reasonably likely result) of which failure to act is to, result in the reversal, voiding, modification or staying of the Confirmation Order, or this Agreement.

(ii) In the event the entry of the Disclosure Statement Order, the Confirmation Order, or any other order reasonably necessary in connection with the transactions contemplated by this Agreement is appealed, the Sellers shall use commercially reasonable efforts to defend such appeal.

(e) Cooperation with Plan Administrator. In accordance with the terms of the Plan, the Parties agree that they shall use commercially reasonable efforts to cooperate with the Plan Administrator (as defined in the Plan) and each other, in relation to the Parties' respective activities and obligations under the Plan, including by providing reasonable, good-faith access to personnel, systems, and books and records and their respective personnel and consulting with each other to avoid duplication of effort.

#### 6.7 Assumption and Assignment of Contracts.

(a) No later than twenty eight (28) days prior to the Designation Deadline, the Sellers shall provide to Buyer a list of all 365 Contracts and the Sellers' good faith estimate of Cure Costs associated with each such 365 Contract (the "**365 Schedule**"). The Sellers may amend or supplement the 365 Schedule from time to time to add or remove any 365 Contract inadvertently included or excluded from such 365 Schedule or to amend, based on the Sellers' good faith calculation of the Cure Costs, any proposed Cure Costs set forth in such 365 Schedule and shall provide Buyer written notice thereof. No later than fourteen (14) days prior to the Designation Deadline, Buyer shall designate in writing which 365 Contracts from the 365 Schedule Buyer desires to be assumed by the Sellers and assigned to Buyer (collectively, and as further modified by Buyer pursuant to the provisions of this Section 6.7, the "**Assigned 365 Contracts**" and Buyer's designated list of Assigned 365 Contracts, the "**Assigned 365 Contracts List**").

(b) Promptly following the receipt of Buyer's initial designation of the Assigned 365 Contracts pursuant to Section 6.7(a) (to the extent not previously filed) and by no later than the Designation Deadline, the Sellers shall file the Assigned 365 Contracts List with the Bankruptcy Court and deliver a written notice of the proposed assignments of the Assigned 365 Contracts and the proposed Cure Costs for each Assigned 365 Contract (consistent with the Sellers' good faith estimates set forth on the 365 Schedule) to all non-debtor parties of the

Assigned 365 Contracts, which notice shall notify each non-debtor party to such Assigned 365 Contract of (i) the proposed Cure Cost for such Assigned 365 Contract and (ii) an objection deadline for such non-debtor party to object to the proposed assumption and assignment and proposed Cure Cost.

(c) Notwithstanding anything herein to the contrary, Buyer may, from time to time, in its sole discretion revise the Assigned 365 Contracts List at any time prior to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the Confirmation Hearing (or such other time as agreed in writing between the Sellers and the applicable counterparty to a 365 Contract) (the “**Designation Deadline**”) by (x) subtracting therefrom any Assigned 365 Contract, and any 365 Contract so removed shall no longer be considered Assigned 365 Contracts for purposes of this Agreement or (y) adding thereto any 365 Contract, and any 365 Contract so added will be an Assigned 365 Contract for the purposes of this Agreement; *provided* that if the Confirmation Hearing is adjourned or continued, such amendment right shall be extended to 5:00 p.m. (prevailing Central Time) on the date that is seven (7) days before the rescheduled or continued Confirmation Hearing, and this provision shall apply in the case of any and all subsequent adjournments and continuances of the Confirmation Hearing. The Sellers shall promptly file on the docket in the Bankruptcy Cases and serve on the affected non-Debtor counterparty(ies) a notice of any actions taken by Buyer pursuant to the preceding sentence pursuant to and in accordance with the Disclosure Statement Order. Subject to the preceding sentences, all 365 Contracts of the Sellers that are listed on the 365 Schedule and which Buyer does not designate in writing for assumption and assignment shall not be considered Assigned 365 Contracts or Acquired Interests and shall automatically be deemed “**Excluded Contracts**,” *provided, however*, that Buyer may not exclude from the Assigned 365 Contracts any 365 Contract that is set forth on **Schedule 6.7(g)**.

(d) Each of each Seller and Buyer, as applicable, shall use commercially reasonable efforts to assign or cause to be assigned, the Assigned 365 Contracts to Buyer, including, if necessary, taking all actions required by the Bankruptcy Court to obtain a Final Order containing a finding that the proposed assumption and assignment of the Assigned 365 Contract to Buyer satisfies all applicable requirements of Section 365 of the Bankruptcy Code. If the Sellers are successful in effecting such assumption as of or before the Closing, such Lease, Easement or Contract shall become an Assigned 365 Contract and transferred and conveyed to Buyer.

(e) On the Closing Date, immediately following payment by Buyer of the Cash Portion, the Sellers shall pay all undisputed Cure Costs with respect to the Assigned 365 Contracts.

(f) Buyer shall provide adequate assurance of future performance of all of the Assigned 365 Contracts so that all Assigned 365 Contracts can be assumed by the Sellers and assigned to Buyer at the Closing in accordance with the provisions of Section 365 of the Bankruptcy Code and this Agreement, and Buyer acknowledges that such cooperation may require Buyer to provide reasonably necessary information regarding Buyer and its Subsidiaries, as well as a commitment of performance by Buyer and/or its Subsidiaries with respect to the Assigned 365 Contracts from and after the Closing to demonstrate adequate assurance of the performance of the Assigned 365 Contracts, and the Sellers’ obligation to assume and assign such Assigned 365 Contracts is subject to Buyer providing such adequate assurance of future performance.



(g) Notwithstanding anything in this Agreement to the contrary, including Section 6.7(c) above, the Contracts set forth on Schedule 6.7(g) shall at all times constitute Assigned 365 Contracts and shall be assigned to Buyer at the Closing.<sup>10</sup>

(h) Notwithstanding anything to the contrary in this Agreement, no Seller (i) shall agree to, settle or compromise any dispute with respect to, the amount of Cure Costs in respect of any Assigned 365 Contract without the prior written approval of Buyer in its sole discretion or (ii) shall, without the prior written consent of Buyer in its sole discretion, reject or move to reject (A) any 365 Contracts prior to the Designation Deadline or (B) any Assigned 365 Contract (whether before or after the Designation Deadline).

(i) Notwithstanding anything in this Section 6.7 to the contrary, Buyer may not, except with the prior written consent of the Sellers, designate any 365 Contract as an Assigned 365 Contract to the extent that such 365 Contract is identified on Exhibit I-F of the Plan of Merger (except to the extent constituting Applicable Shared Asset Interests).

## 6.8 Employee Matters.

(a) Offers and Terms of Employment. All Seller Employees (including those on leave of absence or disability) identified by the Sellers on the updated list provided pursuant to Section 6.1(a)(vii) shall be offered employment by Buyer or its Affiliate no later than five (5) days prior to the Closing Date, in each case, such employment to be effective as of the Closing Date; *provided, however*, that neither Buyer nor any of its Affiliates shall be required to make an offer of employment to any Section 6.8 Employee unless Buyer and Seller mutually agree that Buyer shall offer employment to such Section 6.8 Employee. Each offer of employment made by Buyer or its Affiliates to a Seller Employee, as applicable, shall be effective as of the Closing Date and shall contain terms and conditions of employment substantially comparable in the aggregate to the terms and conditions of employment provided by the Sellers immediately prior to the Closing Date with respect to such Seller Employee, *provided* each such offer shall include (i) at least the same level of base salary or wage rate (based on pre-COVID-19 salary or wage rate without regard to any reduction), (ii) for substantially all such Seller Employees, at least the same annual cash incentive compensation opportunity and (iii) substantially similar employee benefits. For purposes of this Agreement, any individual who becomes employed by Buyer in accordance with this Section 6.8 is referred to as a “***Transferred Employee.***”

(b) Liabilities. Effective as of the Closing, (i) Buyer shall, or shall cause an Affiliate of Buyer to, assume or retain, as the case may be, any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the employment or services, or termination of employment services, of any Transferred Employee, accrued and unpaid bonuses, accrued and unused vacation, sick days and paid time off and any workers’ compensation claims against any Seller or its Affiliates, irrespective of when such claims are made (and Buyer shall or shall cause an Affiliate of Buyer to pay the applicable Transferred Employees the unpaid portion of any Transferred Employee’s accrued annual bonus for the calendar year in which the Closing occurs

<sup>10</sup> Note to Draft: Schedule 6.7(g) to include the McCarroll agreements and, subject to Buyer’s review of Schedule 6.7(g), any agreements related to the Co-Owned Assets that are required to be conveyed in connection with the assignment of the Co-Owned Assets.

at the time such bonuses are paid to such Transferred Employees in the ordinary course consistent with past practice) and (ii) the Sellers shall, or shall cause their Affiliates to assign to Buyer, and Buyer shall, or shall cause an Affiliate of Buyer, to assume, (A) sponsorship of the Fieldwood Energy Health & Welfare Benefit Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of the Fieldwood Energy Health & Welfare Benefit Plan, and Buyer shall be, or shall cause an Affiliate to be, responsible for all claims whenever incurred under the Fieldwood Energy Health & Welfare Benefit Plan, including any claims incurred prior to the Closing but not yet reported and any claims reported prior to Closing but which have not yet been processed, (B) sponsorship of the Fieldwood Energy LLC 401(k) Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of the Fieldwood Energy LLC 401(k) Plan, and (C) each other Assumed Employee Plan, including any and all Liabilities (contingent or otherwise) relating to, arising out of, or resulting from the operation of each Assumed Employee Plan; *provided* that except as otherwise set forth in Section 6.8(c), in no event shall Buyer or any of its Affiliates assume any Liabilities relating to bonuses, severance or workers' compensation claims for any current or former employee of any Seller or any of its Affiliates other than a Transferred Employee and all such Liabilities shall be Retained Liabilities.

(c) Severance. With respect to any Seller Employee who Sellers and Buyer mutually agree shall not be offered employment by Buyer and who shall not become a Transferred Employee, Sellers shall provide severance payments (subject to executing a general employment release in favor of Sellers and Buyer) in such amount as mutually determined by Sellers and Buyer, which amount shall in no event exceed two (2) months of base salary ("***Employee Severance***"). Employee Severance shall be paid by Sellers to each such Seller Employee in the ordinary course through the Closing. Buyer shall, and shall cause its Affiliates to, be liable for and provide to each such Seller Employee any portion of the unpaid Employee Severance that otherwise becomes due and payable following the Closing.

(d) Credit for Service. Buyer shall, and shall cause its Affiliates to, credit Transferred Employees for service earned on and prior to the Closing Date with the Sellers and their Affiliates or predecessors to the extent that such service would be credited pursuant to the applicable Employee Plan, in addition to service earned with Buyer and its Affiliates on or after the Closing Date to the extent that service is relevant for purposes of eligibility, vesting, paid-leave entitlement or the calculation of benefits under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Transferred Employees on or after the Closing Date, but not for the purposes of benefit accrual under any defined benefit pension plan; *provided, however*, that nothing herein shall result in a duplication of benefits with respect to the Transferred Employees.

(e) Pre-existing Conditions; Coordination. Buyer shall, and shall cause its Affiliates to, waive any pre-existing condition or actively at work limitations, evidence of insurability and waiting periods for the Transferred Employees and their eligible spouses and dependents under any employee benefit plan, program or arrangement of Buyer or any of its Affiliates for the benefit of the Transferred Employees on or after the Closing Date. Buyer shall, and shall cause its Affiliates to credit for purposes of determining and satisfying annual deductibles, co-insurance, co-pays, out-of-pocket limits and other applicable limits under the comparable health plans and arrangements offered to Transferred Employees, deductibles, co-



insurance, co-pays and out-of-pocket expenses paid by Transferred Employees and their respective spouses and dependents under the Sellers or any of their respective Affiliates' health plans in the calendar year in which the Closing Date occurs.

(f) Accrued Vacation. Buyer or its Affiliates shall provide each Transferred Employee with credit for the same number of vacation, sick days and personal days such Transferred Employee has accrued but not used in the calendar year in which the Closing Date occurs; *provided*, that to the extent required by applicable Law, such amount shall be paid by Buyer or its Affiliates to the applicable Transferred Employee in cash. In the event that a Transferred Employee is unable to use such carried over vacation and sick days within the calendar year in which the Closing Date occurs, Buyer or its Affiliates shall allow such Transferred Employee to carry over such vacation and sick days to be used in the subsequent calendar year solely to the extent that such Transferred Employee would have had the same right to carry over such vacation and sick days pursuant to the policies of the Seller or its Subsidiaries as of the date hereof.

(g) COBRA. On the Closing Date, the Sellers and their Affiliates shall cease to provide health and welfare coverage to each Seller Employee and his or her covered dependents and beneficiaries, and Buyer or its Affiliate shall commence providing such coverage to Transferred Employees and his or her covered dependents and beneficiaries. Buyer and its "buying group" (as defined in Treasury Regulation Section 54.4980B-9, Q&A-2(c)) shall be solely responsible for providing continuation coverage under COBRA to those individuals who are or become M&A qualified beneficiaries (as defined in Treasury Regulation Section 54.490B-9, Q&A-4(a)) with respect to the transactions contemplated by this Agreement. Buyer and its Affiliates shall provide coverage required by COBRA to Transferred Employees and their eligible dependents or beneficiaries under group health plans maintained by Buyer or an Affiliate of Buyer with respect to qualifying events occurring on and after the Closing Date.

(h) Tax Reporting. Buyer shall adopt the "*alternate procedure*" for preparing and filing IRS Forms W-2 (Wage and Tax Statements), as described in Revenue Procedure 2004-53. Under this procedure, Buyer as the successor employer shall provide Forms W-2 to Transferred Employees reflecting all wages paid and Taxes withheld with respect to such Transferred Employees for the calendar year in which the Closing Date occurs. The Sellers as the predecessor employer shall have no employment tax reporting responsibilities for the Transferred Employees following the Closing Date. Buyer shall also adopt the "*alternate procedure*" of Revenue Procedure 2004-53 for purposes of IRS Forms W-4 (Employee's Withholding Allowance Certificate) and W-5 (Earned Income Credit Advance Payment Certificate).

(i) No Third Party Beneficiaries. Without limiting the generality of Section 12.5, no provision of this Section 6.8 shall (i) be treated as an amendment of, or undertaking to amend, any benefit plan, (ii) obligate Buyer or the Sellers to retain the employment of any particular employee or (iii) confer any rights or benefits on any Third Person beneficiary or create any Third Person beneficiary or other rights in any current or former employee, independent contractor or other service provider (including any beneficiary or dependent thereof) of any Seller in respect of continued employment (or resumed employment) with either Buyer or any of, its Affiliates and no provision of this Section 6.8 shall create any rights in any such Persons in respect of any benefits that may be provided, directly or indirectly, under any Employee Plan or any plan or arrangement that may be established by Buyer or any of its Affiliates, including as to the level

or duration of compensation or benefits. No provision of this Agreement shall constitute a limitation on rights to amend, modify or terminate after the Closing Date any such plans or arrangements of the Sellers, Buyer or any of their respective Affiliates.

6.9 [Reserved].

6.10 Certain Agreements. The Sellers will obtain assignment of, or replacement agreements with respect to, the Specified Section 6.10 Contract(s) prior to or at the Closing (with any replacement agreement being on substantially the same terms as the Specified Section 6.10 Contract(s) being replaced); *provided* that Buyer understands and agrees that this Section 6.10 will not require Sellers to enter into any settlement, undertaking or agreement, undertake any obligation, or pay any consideration, in each case, with or to any third party, other than, to the extent required to be paid prior to the Closing, if so requested by Buyer, Sellers paying in cash any such consideration requested by such third party.

6.11 Transfer Orders; Letters in Lieu. Prior to the Closing, the Sellers shall deliver to Buyer completed transfer orders or letters in lieu thereof, directing all purchasers of production to make payment to Buyer of proceeds attributable to Hydrocarbons constituting Acquired Interests effective as of the Closing.

6.12 Taxes.

(a) To the extent not exempt under the Confirmation Order or Section 1146 of the Bankruptcy Code, Buyer shall assume responsibility for, and shall bear and pay, all Transfer Taxes (if any) incurred or imposed with respect to the conveyance of the Acquired Interests to Buyer; *provided* that if any such Transfer Taxes are due prior to the Closing the Sellers shall assume responsibility for, and shall bear and pay such Transfer Taxes. The Party required by applicable Law to file Tax Returns with respect to Transfer Taxes shall prepare and file such Tax Returns or other documents and the non-preparing Party shall cooperate therewith.

(b) The Sellers shall timely file or cause to be timely filed when due all Tax Returns that are required to be filed by or with respect to Fieldwood U.A. on or prior to the Closing Date and all Tax Returns that are required to be filed by the Sellers under applicable Law with respect to the Acquired Interests (including any Tax Returns reporting any Property-Related Taxes and Production Taxes) and, in each case, all such Tax Returns shall be prepared and filed in a manner consistent with past practice. In each case, the Sellers shall remit or cause to be remitted any Taxes shown as due on such Tax Returns. Buyer shall timely file or cause to be timely filed when due (taking into account all extensions properly obtained) all other Tax Returns that are required to be filed by or with respect to Fieldwood U.A. and the Acquired Interests after the Closing Date and shall pay any Taxes shown as due on such Tax Returns. The Sellers shall reimburse Buyer for (A) Retained Taxes which are remitted in respect of any Tax Return to be filed by Buyer pursuant to this Section 6.12 or (B) Retained Taxes in respect of any Tax Return to be filed by the Sellers under this Section 6.12(b) which have not been paid by the Sellers and for which a taxing authority seeks payment from Buyer, in each case, up to the amount reserved for such Retained Taxes in determining the Effective Date Cash Obligations Amount, no later than ten (10) days after Buyer's written request therefor.

(c) For purposes of this Agreement, in the case of a Straddle Period, (x) all Property-Related Taxes and any exemptions, allowances and deductions with respect to such Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based on the number of days of such Straddle Period included in the Pre-Closing Tax Period and the number of days of such Straddle Period included in the Post-Closing Tax Period, (y) all Production Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period based upon the period during which the applicable production occurred, and (z) all other Taxes shall be allocated between the Pre-Closing Tax Period and the Post-Closing Tax Period as if such taxable period ended as of the end of the day on the final day of the Pre-Closing Tax Period.

(d) Property-Related Taxes and Production Taxes shall be timely paid, and all applicable filings, reports and returns shall be filed as provided by applicable Law.

(e) All Tax Sharing Agreements between the Sellers and any Affiliates of the Sellers, on the one hand, and Fieldwood U.A., Fieldwood Mexico or any Subsidiary thereof, on the other hand, will terminate as to Fieldwood U.A., Fieldwood Mexico and any Subsidiary thereof prior to the Closing Date and Fieldwood U.A., Fieldwood Mexico and such Subsidiary will not have any liability thereunder on or after the Closing Date.

(f) Each Seller, on the one hand, and Buyer, on the other hand, will provide each other with such cooperation and information as either of them reasonably may request of the other in filing any Tax Return, claiming any refund of Taxes, determining a Liability for Taxes or a right to a refund of Taxes, or conducting any audit or other proceeding in respect of Taxes. Such cooperation and information shall include providing copies of relevant Tax Returns or portions thereof, together with accompanying schedules, related work papers and documents relating to rulings and other determinations by Governmental Authorities. Any information obtained under this Section 6.12 shall be kept confidential except as may be otherwise necessary in connection with the filing of Tax Returns or claims for refund or in conducting any audit or other proceeding.

6.13 Commercially Reasonable Efforts. Subject to the terms and conditions of this Agreement, and subject to the Bankruptcy Code and any orders of the Bankruptcy Court, and without limiting any other provision of this Agreement (including Section 6.5(c)), Buyer and the Sellers each agree to use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or desirable to cause the conditions precedent to Closing set forth in Article VII to be satisfied and to consummate the transactions; *provided that* the Parties understand and agree that the commercially reasonable efforts of any Party shall not be deemed to include, except as expressly set forth in this Agreement, entering into any settlement, undertaking, consent decree, stipulation or agreement with any Governmental Authority in connection with the transactions contemplated hereby; *provided, further that* this Section 6.13 shall not (a) limit or affect the obligation of any Party to perform any of its other obligations and covenants expressly set forth in this Agreement or (b) require any Party to incur any obligations or pay any fees or amounts to third parties not otherwise required under this Agreement or the Plan.

6.14 Insurance Policies. Effective at or prior to Closing, the Sellers shall cause Buyer to be named as an 'additional insured' with respect to each insurance policy held by the Sellers which provides coverage with respect to any of the Acquired Interests (excluding, for the

avoidance of doubt, any director and officer insurance policies). The Sellers shall maintain such insurance policies in full force and effect until the expiration of their terms, and shall cooperate in good faith with Buyer in connection with any claim made by Buyer under any such policy. The Sellers shall not have any obligation to renew any such insurance policies following the expiration of their terms, and from and after such expiration, Buyer will be solely responsible for maintaining such insurance as Buyer deems reasonable with respect to the Acquired Interests.

6.15 Novation of Hedges. Buyer shall use commercially reasonable efforts to cause the Hedges to be novated to Buyer at Closing, and the Sellers shall reasonably cooperate with Buyer in connection with such novation; *provided* that (a) to the extent that the total volume of production hedged as of the Closing with respect to the Hedges exceeds 45,000 Boepd, Buyer may elect to (but is not required pursuant to this Section 6.15 to) use commercially reasonable efforts to novate such excess (or any portion thereof) to Buyer at Closing; (b) Buyer shall be solely responsible for any credit support or other requirements in connection with such novation; and (c) the Sellers shall not be required to pay any consideration or undertake any obligation in connection with such novation.

6.16 Qualification. Prior to the Closing, Sellers (and their respective officers and employees) will provide commercially reasonable assistance to Buyer with respect to Buyer obtaining such qualifications as are necessary to own and, where applicable, to assume operatorship of, the Acquired Interests in all jurisdictions where the Acquired Interests are located.

6.17 Settlements with Governmental Authorities. From the date hereof until the Closing, none of any Seller nor any of its Affiliates shall make or enter into any material non-ordinary course stipulation, settlement or other agreement with any Governmental Authority (each, a “**Governmental Settlement Agreement**”) that is not in form and substance acceptable to Buyer. The Sellers shall pay all amounts due and payable under any Governmental Settlement Agreement executed by any Seller or any of its Affiliates prior to the Closing.

6.18 Operator Forms. By no later than ten (10) days after the Execution Date, the Sellers shall have sent all applicable Third Persons all designation of operator forms (Form BOEM – 1123) designating Buyer as operator (along with all corresponding OSFR forms) with respect to each Lease or portion thereof as to which any Seller is the designated operator as of the date hereof, and Sellers shall use reasonable best efforts to obtain such executed forms from such Third Persons prior to the Closing.

6.19 [Reserved].

6.20 Bonds and Insurance. To the extent required by applicable state and federal Governmental Authorities (and subject to compliance by the Sellers with their respective covenants under this Agreement) in connection with the transactions contemplated by this Agreement, as of the Closing or promptly thereafter (and in any case within ten (10) Business Days of the Closing) Buyer and/or Buyer 2, as applicable, will have the lease bonds, area-wide bonds and surety bonds or insurance policies set forth on Schedule 6.20, in each case to the extent required by and in accordance with the requirements of such Governmental Authorities.

6.21 [New Equity Interests]. Buyer shall, or shall cause (a) the Credit Bid and Release New Equity Interests and the Equity Rights Offering New Equity Interests (if and when authorized pursuant to an order of the Bankruptcy Court) to be received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) on the Effective Date in accordance with the Plan and (b) the Credit Bid and Release Rights (if and when authorized pursuant to an order of the Bankruptcy Court) to be received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) in accordance with the Plan.]<sup>11</sup>

6.22 Employment Agreements. Buyer shall, in good faith, negotiate the terms of an employment agreement (each, an “*Employment Agreement*”) with each of the Seller Employees identified on Schedule 6.22 from and after the date hereof. If terms of an Employment Agreement are mutually agreed between Buyer and a Seller Employee prior to Closing, then at (or immediately following) the Closing Buyer shall enter into an Employment Agreement with each such Seller Employee.

## ARTICLE VII CONDITIONS PRECEDENT TO CLOSING

7.1 Conditions Precedent of the Parties. The obligations of the Sellers, Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) no applicable Law shall prohibit the transactions contemplated hereby or the consummation of the Closing and no suit, action or proceeding shall be pending or threatened before any court or arbitration tribunal seeking to enjoin, restrain, prohibit or declare illegal the transactions contemplated by this Agreement;

(b) no injunction, order, decree or judgment that restrains, enjoins or prohibits the transactions contemplated in this Agreement shall be in effect;

(c) any applicable waiting period under the HSR Act relating to the transactions contemplated hereby shall have expired or been terminated;

(d) the Bankruptcy Court shall have entered the Disclosure Statement Order and the Confirmation Order and each such order shall be a Final Order;

(e) each of the conditions precedent to the Effective Date shall have been satisfied (or shall become effective concurrent with the Closing Date hereunder) or waived in accordance therewith; and

(f) (i) the Credit Bid and Release New Equity Interests and the Equity Rights Offering New Equity Interests (if and when authorized pursuant to an order of the Bankruptcy Court) shall have been, or will be on the Effective Date, received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) in accordance with the Plan and (ii) the Credit Bid and

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<sup>11</sup> Note to Draft: Subject to review of Equity Rights Offering procedures/obligations of Buyer to issue equity upon exercise of Credit Bid and Release Rights.



Release Rights (if and when authorized pursuant to an order of the Bankruptcy Court) shall have been received by the holders of Allowed FLTL Secured Claims (as defined in the Plan) in accordance with the Plan.

**7.2 Sellers' Conditions Precedent.** The obligation of the Sellers to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) the representations and warranties of Buyer and Buyer 2 set forth in this Agreement shall be true and correct, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date), except for those failures to be true and correct that, individually or in the aggregate, would not adversely affect in any material respect the ability of Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement;

(b) Each of Buyer and Buyer 2 shall have performed and fulfilled in all material respects each covenant, agreement and condition required by this Agreement to be performed or fulfilled by Buyer or Buyer 2, as applicable, at or before the Closing;

(c) the Effective Date Cash Obligations Amount shall have been agreed in amounts acceptable to Sellers acting in good faith; and

(d) Each of Buyer and Buyer 2 shall have executed and delivered all documents required to be executed and delivered by Buyer or Buyer 2, as applicable, as set forth in Section 9.2.

The foregoing conditions of this Section 7.2 are for the sole benefit of the Sellers and may be waived by the Sellers, in whole or in part, at any time and from time to time in the sole discretion of the Sellers. The failure by the Sellers at any time to exercise any of their rights hereunder shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

**7.3 Buyers' Conditions Precedent.** The obligation of Buyer and Buyer 2 to consummate the transactions contemplated by this Agreement are subject to the fulfillment, at or before the Closing, of each of the following conditions:

(a) (i) each of the Fundamental Representations of each Seller shall be true and correct in all respects, except for *de minimis* inaccuracies, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date), (ii) the representations and warranties of each Seller set forth in each of Section 4.22(a), Section 4.32 and Section 4.33 shall (disregarding any qualifications or exceptions set forth therein relating to Material Adverse Effect or "materiality" or any similar qualification or standard) be true and correct in all material respects, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct in all material respects as of such earlier date), and (iii) all other representations and warranties of each Seller set forth in Article IV



of this Agreement shall (disregarding any qualifications or exceptions set forth therein relating to Material Adverse Effect or “materiality” or any similar qualification or standard) be true and correct, as of the date hereof and as of the Closing Date, as if made at and as of such date (other than any representation and warranty expressly made as of a specific earlier date, which shall have been true and correct as of such earlier date) except in the case of this clause (iii), for those failures to be true and correct that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect;

(b) each Seller shall have performed and fulfilled in all material respects each covenant, agreement and condition required by this Agreement to be performed or fulfilled by such Seller at or before the Closing;

(c) each Seller shall have executed and delivered all documents required to be executed and delivered by such Seller as set forth in Section 9.2;

(d) no Default or Event of Default (each as defined in the DIP Credit Agreement) under the DIP Credit Agreement shall have occurred and be continuing;

(e) the Restructuring Support Agreement shall not have been terminated with respect to any party thereto;

(f) the conditions precedent under the Backstop Commitment Letter shall have been satisfied or waived;

(g) the Plan confirmed by the Confirmation Order shall be in substantially the same form and substance as the plan filed by the Debtors on [•], at Docket No. [•] in the Bankruptcy Court, as may be amended, modified or supplemented from time to time in accordance with the Restructuring Support Agreement or as otherwise consented to by or on behalf of Buyer;

(h) at least five (5) Business Days prior to the Closing Date, the Bankruptcy Court shall have approved and authorized the assumption and assignment of each material Assigned 365 Contract pursuant to Section 365 of the Bankruptcy Code through entry of an order that shall have become a Final Order and all such material Assigned 365 Contracts shall have been duly assigned to Buyer at or prior to the Closing;

(i) all Assigned 365 Contracts that require novation and are set forth on Schedule 7.3(i) will have been novated to Buyer;

(j) the estimated amount of Allowed Specified Administrative Expense Claims at any time are projected by the Sellers not to exceed the Toggle Amount (as defined in the Plan), or, upon the occurrence of the Toggle Date, such other amount as determined by the Majority Backstop Parties (as defined in the Backstop Commitment Letter) in their sole and absolute discretion;

(k) the aggregate Allocated Values of all Acquired Interests treated as Delayed Assets pursuant to Section 2.3(b), Section 2.4 and Section 2.5, together with the aggregate Allocated Values of all Acquired Interests with respect to which a bona fide Preferential Right is validly exercised prior to the Closing, shall not be greater than \$100,000,000;

(l) all Governmental Approvals set forth on Schedule 7.3(l) shall have been obtained and delivered to Buyer and such Governmental Approvals shall be in full force and effect;

(m) since the Execution Date, no Material Adverse Effect (or any result, event, occurrence, change, circumstance, consequence or development that, individually or in the aggregate, would reasonably be expected to result in a Material Adverse Effect) shall have occurred;

(n) any agreements between Buyer and the Plan Administrator shall be reasonably acceptable to Buyer;

(o) Buyer shall have obtained all qualifications required to assume operatorship of the Leases operated by a Seller as of immediately prior to the Closing in all jurisdictions where such Leases are located, all of which qualifications shall be in full force and effect;

(p) the Sellers shall have delivered to Buyer a fully executed copy of the Fourth Amendment to Office Sublease;

(q) the Effective Date Cash Obligations Amount shall have been agreed in amounts acceptable to Buyer acting in good faith; and

(r) the Sellers shall have delivered to Buyer a duly executed letter agreement, or the Bankruptcy Court shall have entered an order which shall have become a Final Order, in each case in a form reasonably acceptable to Buyer, providing that Buyer is not a “successor” or “assign” of Sellers under the NPA.

The foregoing conditions of this Section 7.3 are for the sole benefit of Buyer and Buyer 2 and may be waived by Buyer or Buyer 2, as applicable, in whole or in part, at any time and from time to time in the sole discretion of Buyer and Buyer 2. The failure by Buyer or Buyer 2 at any time to exercise any of its rights hereunder shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time.

## ARTICLE VIII RIGHT OF TERMINATION AND ABANDONMENT

8.1 Termination. This Agreement may be terminated by written notice at any time before the Closing:

- (a) by mutual written consent of the Sellers and Buyer;
- (b) by the Sellers, on one hand, or by Buyer, on the other hand:

(i) if the Closing shall not have been consummated on or before June 30, 2021 (as such date may be extended by mutual written agreement of the Parties, the “*End Date*”); *provided* that the right to terminate this Agreement pursuant to this Section 8.1(b)(i) shall not be available to any Party (A) who is then in material breach of any of its material agreements, covenants, representations or warranties contained herein or (B)

whose breach of any provision of this Agreement is the proximate cause of the failure of the Closing to be consummated before the End Date;

(ii) if there shall be any applicable Law that makes consummation of the transactions contemplated by this Agreement illegal or otherwise prohibited or if consummation of such transactions would violate any Final Order of any Governmental Authority having competent jurisdiction;

(iii) for any reason, Buyer is unable, pursuant to Section 363(k) or Section 1123(a) of the Bankruptcy Code, to credit bid in payment of all or any portion of the Consideration as set forth in Section 2.1 (other than the Assumed Liabilities);

(iv) the Bankruptcy Court shall have entered an order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by the Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases; or

(v) any of the Sellers shall have entered into any agreement with respect to any Alternative Transaction (consistent with the fiduciary duties of the officers and directors of the Sellers) or if the Bankruptcy Court shall have approved any such Alternative Transaction;

(c) by Buyer if:

(i) the Sellers shall have breached any of their representations and warranties, or shall have failed to perform or comply with any of their covenants and agreements contained in this Agreement and such breach or failure to perform or comply (A) would result in the Sellers being unable to satisfy a condition set forth in Section 7.3 and (B) is not cured within ten (10) Business Days after Buyer notifies the Sellers of such breach or failure to perform or comply in writing; *provided*, that Buyer shall not have a right of termination pursuant to this Section 8.1(c)(i) if Buyer is then in material breach of any of its material agreements, covenants, representations or warranties contained herein;

(ii) any of the Sellers, without the prior consent of Buyer, enter into a definitive agreement with respect to the sale of any material Acquired Interests (excluding sales of Hydrocarbons in the ordinary course of business) or any interest in any of the Leases;

(iii) the Confirmation Order shall not have been entered by the Confirmation Outside Date;

(iv) the Restructuring Support Agreement shall have been terminated with respect to any party thereto; *provided*, that the right to terminate this Agreement pursuant to this Section 8.1(c)(iv) shall not be available to Buyer if any Consenting Creditor's breach of any provision of the Restructuring Support Agreement is the proximate cause of the termination of the Restructuring Support Agreement;

(v) any Event of Default (as defined in the DIP Facility Credit Agreement) under the DIP Facility Credit Agreement shall have occurred and be continuing;

(vi) the Equity Rights Offering is not consummated;

(vii) the Disclosure Statement Order or the Confirmation Order shall have been stayed, vacated, reversed or materially modified or amended by the Bankruptcy Court or another court of competent jurisdiction at any time without the prior written consent of Buyer; or

(viii) any Seller seeks to have the Bankruptcy Court enter an order dismissing, or converting into cases under Chapter 7 of the Bankruptcy Code, any of the cases commenced by the Sellers under Chapter 11 of the Bankruptcy Code and comprising part of the Bankruptcy Cases, or if a trustee in the Bankruptcy Cases or a responsible officer or an examiner with enlarged powers is appointed (other than a fee examiner) relating to the operation of the Sellers' businesses pursuant to Section 1104 of the Bankruptcy Code, or such an order of dismissal, conversion or appointment is entered; and

(d) by the Sellers if:

(i) Buyer or Buyer 2 shall have breached any of its representations and warranties, or shall have failed to perform or comply with any of its covenants and agreements contained in this Agreement and such breach or failure to perform or comply (A) would result in Buyer or Buyer 2, as applicable, being unable to satisfy a condition set forth in Section 7.2 and (B) is not be cured within ten (10) Business Days after the Sellers notify Buyer of such breach or failure to perform or comply in writing; *provided*, that the Sellers shall not have a right of termination pursuant to this Section 8.1(d)(i) if any Seller is then in material breach of any of its material agreements, covenants, representations or warranties contained herein;

(ii) the Backstop Commitment Letter is terminated and Buyer has not, within thirty (30) days following the termination of the Backstop Commitment Letter, entered into a definitive written agreement with respect to committed financing or other arrangement in an amount at least equal to that provided by the Backstop Commitment Letter (as of the date hereof) and otherwise in form and substance reasonably acceptable to Sellers; or

(iii) the Equity Rights Offering is not consummated and Buyer has not, within thirty (30) days following the failure of the Equity Rights Offering to be consummated, entered into a definitive written agreement with respect to committed financing or other arrangement in an amount at least equal to the amount that would have been provided by the Equity Rights Offering and otherwise in form and substance reasonably acceptable to Sellers.

Each termination trigger set forth in this Section 8.1, pursuant to which this Agreement may be terminated shall be considered separate and distinct from each other such termination trigger. If more than one of the termination triggers set forth in this Section 8.1 are applicable, the applicable

Party shall have the right to choose the termination trigger pursuant to which this Agreement is to be terminated. Any Party desiring to terminate this Agreement pursuant to this Section 8.1 shall give written notice of such termination to the other Party.

8.2 Remedies. In the event of termination of this Agreement by Buyer or the Sellers pursuant to this Article VIII, this Agreement shall become null and void and have no effect and all rights and obligations of the Parties under this Agreement shall terminate without any Liability of any Party to any other Party except the provisions of this Section 8.2, Section 12.1, Section 12.8 and Annex I (and, to the extent applicable to the interpretation or enforcement of such provisions, Article XII) shall expressly survive the termination of this Agreement.

8.3 Specific Performance. The Parties agree that irreparable damage for which monetary damages, even if available, would not be an adequate remedy would occur in the event any provisions of this Agreement were not performed in accordance with the terms hereof (including failing to take such actions as are required hereunder in order to consummate the transactions contemplated hereby) or were otherwise breached and that the Parties shall be entitled to injunctive relief, specific performance and other equitable relief to prevent breaches (or threatened breaches) of this Agreement and to enforce specifically the performance of the provisions hereof. Any Party seeking an injunction to prevent breaches of this Agreement and to enforce specifically the provisions of this Agreement shall not be required to provide any bond or other security in connection with any such order or injunction. The rights set forth in this Section 8.3 shall, subject to Section 8.2, be in addition to any other rights which a Party may have at law or in equity pursuant to this Agreement.

## ARTICLE IX CLOSING

9.1 Date of Closing. Subject to satisfaction (or waiver by the required Party) of the conditions to Closing set forth in Article VII (other than those conditions that by their nature cannot be satisfied until the time of Closing, but subject to the satisfaction (or waiver by the requisite Party) of those conditions), the Closing shall occur on the Effective Date (the “**Closing Date**”). Notwithstanding the foregoing, the parties hereto may agree in writing to such other date or time for Closing to take place and such other date or time shall be the “**Closing Date**” as such term is defined herein. The Closing shall take place through electronic means of communication on the Closing Date.

9.2 Closing Obligations. At Closing, the Parties (as applicable) shall take, or cause to be taken, the following actions, each being a condition precedent to the others and each being deemed to have occurred simultaneously with the others:

(a) The Sellers and Buyer shall deliver to one another duly executed counterpart signature pages to each Transfer Document to which they are a party, in sufficient numbers of duly executed and acknowledged original counterparts to facilitate, to the extent appropriate, recording in all relevant jurisdictions;

(b) The Sellers shall deliver to Buyer the JV Assignment Agreements duly executed by the applicable Sellers;

(c) Buyer and Buyer 2 shall deliver a duly executed counterpart to the Release Document;

(d) The Sellers shall deliver to Buyer a certificate, dated and effective as of the Closing Date, executed by an authorized officer of each Seller, certifying to Buyer that, on the Closing Date, the conditions set forth in Section 7.3(a) and Section 7.3(b) have been satisfied;

(e) Buyer shall deliver to the Sellers a certificate, dated and effective as of the Closing Date, executed by an authorized officer of each of Buyer and Buyer 2, certifying to the Sellers that, on the Closing Date, the conditions set forth in Section 7.2(a) and Section 7.2(b) have been satisfied;

(f) Each Seller shall deliver to Buyer a statement that satisfies the requirements of Treas. Reg. §1.1445-2(b)(2), certifying that such Seller is not a foreign person within the meaning of Section 1445(f)(3) or Section 1446(f)(2) of the Code;

(g) Fieldwood and Buyer shall deliver to one another duly executed signature pages to the Funding Agreement;

(h) Buyer shall deliver by wire transfer of immediately available funds an amount in cash equal to the Cash Portion, to one or more accounts designated by the Sellers (which shall be designated by the Sellers at least two (2) days prior to Closing);

(i) Sellers shall pay the Cure Costs out of the Closing Cash Amount and/or the Cash Portion in accordance with an order of the Bankruptcy Court; and

(j) Buyer shall deliver to Fieldwood the GUC Warrants for distribution by Fieldwood pursuant to the Plan.

## **ARTICLE X POST-CLOSING OBLIGATIONS AND COVENANTS**

10.1 Field Data and Records. Within ten (10) Business Days after the Closing, pursuant to Buyer's reasonable instructions, the Sellers shall deliver to Buyer any Field Data or Records that are not maintained in the Office Assets. Buyer shall be entitled to all original Field Data and Records. Within ten (10) Business Days after the Closing, the Sellers may make and retain, at the Sellers' expense, copies of any Field Data and Records (except to the extent prohibited by Contract where Buyer obtains the originals thereof).

### 10.2 Suspense Funds; Prepaid JOA Funds.

(a) To the extent that as of Closing, any Seller holds Suspense Funds or Undisbursed Revenue relating to the Acquired Interests (excluding Prepaid JOA Funds) the Sellers shall deliver to Buyer at Closing such Suspense Funds and Undisbursed Revenue and an accounting of such Suspense Funds and Undisbursed Revenue and Buyer shall from and after such time be responsible for the application of such Suspense Funds and Undisbursed Revenue under the applicable operating or other agreement governing the application of such Suspense Funds and Undisbursed Revenue. The Sellers shall remain liable, and shall be solely responsible, for (i) the



disbursement of all funds owed to Persons (including any Suspense Funds) that are not paid or disbursed to Buyer at Closing and (ii) all Liabilities with respect to any misapplication of any Suspense Funds (or any escheat or other Laws related thereto) as to any period of time at or before the Closing Date; such Liabilities and responsibilities shall be considered Retained Liabilities.

(b) To the extent that as of Closing, any Seller holds funds received by the Sellers (in their capacity as operator of any Acquired Interests) on account of working interest owners in the Acquired Interests as prepayments for items under operating or other agreements (“**Prepaid JOA Funds**”), the Sellers shall deliver to Buyer at Closing such Prepaid JOA Funds and an accounting of each of such prepayments and Buyer shall from and after Closing be responsible for the application of such Prepaid JOA Funds under the applicable operating or other agreement pursuant to which such Prepaid JOA Funds were collected. The Sellers shall remain liable, and shall be solely responsible, for (i) the disbursement of all funds owed to Persons (including any Prepaid JOA Funds) that are not paid or disbursed to Buyer at Closing and (ii) all Liabilities with respect to any misapplication of Prepaid JOA Funds (or any escheat or other Laws related thereto) as to any period of time at or before the Closing Date; such Liabilities and responsibilities shall be considered Retained Liabilities.

### 10.3 Post-Closing Asset Reconciliation.

(a) After the Closing Date, Buyer and the Sellers shall execute and deliver, or shall cause to be executed and delivered, from time to time such further instruments of conveyance and transfer, and shall take such other actions as Buyer or the Sellers may reasonably request, to convey and deliver the Acquired Interests to Buyer, to perfect Buyer’s title thereto and to accomplish the orderly transfer of the Acquired Interests to Buyer.

(b) In the event that at any time, or from time to time following the Closing Date, any (i) Acquired Interest is found to have been retained by the Sellers or any of their Affiliates (each a “**Non-Transferred Asset**”), then the Sellers shall transfer, or shall cause such Affiliate to transfer, with any necessary prior consent from any Third Person or Governmental Authority, such Non-Transferred Asset to Buyer as soon as practicable, or an Affiliate thereof as designated by Buyer, and to forward or remit to Buyer, or an Affiliate thereof as designated by Buyer, any payments actually received by the Sellers on account of any such Non-Transferred Asset from the Closing until the time such Non-Transferred Asset is transferred to Buyer; *provided*, that Buyer shall pay to the Sellers the amount of any expenses or payables actually paid by the Sellers on account of any such Non-Transferred Asset from the Closing until the time such Non-Transferred Asset is transferred to Buyer (which may be netted by the Sellers against amounts received on account of such Non-Transferred Asset). Prior to any such transfer, the Sellers shall hold such Non-Transferred Asset in trust for Buyer.

(c) In the event of a transfer pursuant to clause (b) of this Section 10.3, Buyer or an Affiliate thereof and the Sellers or an Affiliate thereof shall execute and deliver, or cause to be executed and delivered, to the other Party as soon as practicable any conveyances, notices, assumptions, releases and acquittances and such other instruments, and shall take such further actions, as may be necessary or appropriate to fully and effectively transfer, assign and convey unto Buyer or an Affiliate thereof, all of the properties, rights, titles, interests, estates, remedies, powers and privileges intended to be conveyed to Buyer or an Affiliate thereof, and to otherwise

make effective the transactions contemplated hereby, and to confirm Buyer's (or its Affiliate's) title to or interest in and to such Non-Transferred Asset, and to put Buyer or its Affiliate in actual possession and operating control thereof.

(d) For the avoidance of doubt, this Section 10.3 does not apply to any Delayed Assets retained by a Seller at the Closing.

#### 10.4 Assignments; Operatorship.

(a) Other than with respect to Governmental Approvals (which are addressed by Section 2.4), the Sellers will prepare and execute, and Buyer will execute, at or before the Closing, all documentation necessary to convey to Buyer the Acquired Interests granted by a Governmental Authority (except any such documentation that is customarily completed post-Closing) in the form as prescribed by the applicable Governmental Authority and otherwise reasonably acceptable to Buyer and the Sellers.

(b) At the Closing, each Seller shall, as applicable, deliver to Buyer a resignation as operator of (and, as applicable, designated applicant under OSFR for) all Field Assets as to which such Seller served as operator (or, as applicable, designated applicant under OSFR) immediately before the Closing Date. With respect to those Field Assets as to which a Seller controls the selection of the successor operator (or, as applicable, the designated applicant under OSFR), such Seller shall at the Closing deliver to Buyer (and any pertinent Third Person) a written notification designating Buyer as the successor operator of (or, as applicable, the successor designated applicable under OSFR for) such Field Assets effective as of the Closing Date. With respect to any Field Assets as to which the Sellers do not control the selection of the successor operator (or, as applicable, the designated applicant under OSFR), the Sellers will cast their votes at or before Closing, and will use commercially reasonable efforts to obtain before, or promptly following, Closing the votes of the other owners of Working Interests in such Field Assets, in each case in favor of the designation of Buyer as successor operator of (and, as applicable, the designated applicant under OSFR for) such Field Assets effective as of the Closing Date. Within five (5) days after the later of the Closing Date or the date on which Buyer is named successor operator under the terms of the applicable Contract, the Sellers and Buyer shall make all necessary filings, including any BOEM designation of operator forms and designated applicant OSFR form designations, and take all other actions necessary to cause the resignation of the applicable Sellers as operator of (and, as applicable, the designated applicant under OSFR for), and the designation of Buyer as the successor operator of (and, as applicable, the designated applicant under OSFR for), such Field Assets to be recognized and, if required, approved by all relevant Governmental Authorities. In each case, the Sellers shall use commercially reasonable efforts to assist Buyer in assuming the timely operation and management of the Field Assets. Each of the Sellers' covenants in this Section 10.4(b) is subject to the accuracy at Closing of Buyer's representations in Section 5.9. Each of Buyer's covenants in this Section 10.4(b) is subject to Buyer's receipt from the Sellers and Third Persons of all such required designations and forms. For the avoidance of doubt, "Field Assets" does not include any Lease, Subject Unit, Easement or Well with respect to which no right, title or interest is included in the Acquired Interests.

(c) With respect to each Field Asset operated by the Sellers as of the Closing, the Sellers, with the continued assistance of Buyer, shall use commercially reasonable efforts to

cause each joint owner, record title interest owner and applicable operating rights interest owner in such Field Asset to execute and deliver such instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable Laws, Leases, Easements and Contracts, Buyer as operator of (and, as applicable, the designated applicant under OSFR for) such Field Asset as promptly as practicable following the Closing.

(d) Each Party agrees that the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and OSFR form designation and any instruments, forms and filings required by BSEE) that are necessary to designate and appoint under all applicable Law, Leases, Easements and Contracts Buyer as operator (and, as applicable, the designated applicant under OSFR for) of the Field Assets will be made prior to the execution and delivery of the instruments, forms and filings (including any BOEM designation of operator forms and designated applicant OSFR form designations and any instruments, forms and filings required by BSEE) that may be required in connection with the implementation of the Divisive Merger.

10.5 Confidentiality. Following the Closing, the Sellers agree not to, and to cause their respective Affiliates and Representatives not to, use or disclose any confidential or non-public information concerning the Acquired Interests or the business affairs of Buyer and its Affiliates, including as it relates to the Acquired Interests, or the Assumed Liabilities (“**Confidential Information**”) except disclosure of Confidential Information that (a) is lawfully obtained after Closing from a source that, to the Knowledge of the Sellers, was not under an obligation of confidentiality to Buyer with respect to such information, (b) is disclosed or becomes available to the public without any breach by the Sellers of the terms of this Section 10.5, (c) is or may be necessary to wind down any of the Sellers’ bankruptcy estates, or in connection with the enforcement of the rights of, or the defense of any Claim against or involving, any Seller provided that, in each case, the Confidential Information is afforded confidential treatment, (d) to the extent it relates to any Excluded Assets or (e) is or may be necessary in connection with the Bankruptcy Cases provided that the Confidential Information is afforded confidential treatment. Notwithstanding the foregoing, a Seller may disclose Confidential Information if such Seller believes (after consultation with counsel) it is legally required to make such disclosure in order to comply with Laws or legal, judicial or administrative process (including in connection with the Bankruptcy Cases). If a Seller or any of its Representatives becomes required (including by deposition, interrogatory, request for documents, subpoena, civil investigative demand or similar process) or it becomes necessary in connection with the Bankruptcy Cases to disclose any of the Confidential Information, such Seller or Representative shall use reasonable efforts to provide Buyer with prompt notice, to the extent allowed by Law, of such requirement, and, to the extent reasonably practicable, cooperate with Buyer to obtain a protective order or similar remedy to cause such information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege; *provided*, that, in the event that such protective order or other similar remedy is not obtained, such Seller shall, or shall cause such Representative to, furnish only that portion of such information that has been legally compelled, and shall, or shall cause its Representative (as applicable) to, exercise its commercially reasonable efforts, at Buyer’s expense, to obtain assurance that confidential treatment will be accorded such disclosed information.

10.6 Seller Marks License. Each Seller hereby grants to Buyer and its Affiliates a limited, non-exclusive, royalty-free, worldwide license, effective as of the Closing Date and terminating one (1) year thereafter, to use the Seller Marks solely (a) in connection with the Acquired Interests in the same manner, and with the same standards of quality, as used by the Sellers immediately prior to Closing or (b) as necessary to wind down the use of, and transition away from the use of, the Seller Marks. Buyer and its Affiliates shall use their respective commercially reasonable efforts to wind down the use of, and transition away from the use of, the Seller Marks reasonably promptly after the Closing Date.

10.7 Power of Attorney. Each Seller hereby constitutes and appoints, effective as of the Closing Date, Buyer and its successors and assigns as the true and lawful attorney of such Seller with full power of substitution in the name of Buyer, or in the name of such Seller but for the benefit of Buyer, (a) to collect for the account of Buyer any items of Acquired Interests and (b) to institute and prosecute all proceedings which Buyer may in its sole discretion deem proper in order to assert or enforce any right, title or interest in, to or under the Acquired Interests, and to defend or compromise any and all actions, suits or proceedings in respect of the Acquired Interests. Buyer shall be entitled to retain for its own account any amounts collected pursuant to the foregoing powers, including any amounts payable as interest in respect thereof.

10.8 No Successor Liability. The Parties intend that, upon the Closing, Buyer shall not be deemed to: (a) be the successor of, or related person, successor in interest or successor employer (as described under any applicable Law) to, any Seller or any of its Affiliates, predecessors, successors or assigns, including, with respect to any Employee Plans, other than the Assumed Employee Plans to the extent set forth in Section 6.8; (b) have, de facto or otherwise merged into any Seller or any of its Affiliates, predecessors, successors or assigns; (c) be a mere continuation or substantial continuation of any Seller or any of its Affiliates, predecessors, successors or assigns or the enterprise(s) of any Seller or any of its Affiliates, predecessors, successors or assigns; or (d) other than as expressly set forth in this Agreement, be liable for any acts or omissions of any Seller or any of its Affiliates, predecessors, successors or assigns in the current or former conduct of the business of the Sellers relating to the Acquired Interests or arising under or related to the Acquired Interests. Without limiting the generality of the foregoing, and except as otherwise expressly provided in this Agreement, the Parties intend that Buyer shall not be liable for any Encumbrances (except Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) against any Seller or any of its Affiliates, predecessors, successors or assigns, and Buyer shall have no successor or vicarious liability of any kind or character whether known or unknown as of the Closing Date, or whether fixed or contingent, whether now existing or hereafter arising, with respect to the Acquired Interests or any Liabilities of the Sellers arising prior to or after the Closing Date other than the Assumed Liabilities and Permitted Encumbrances (except for the Fieldwood U.A. interests and the JV Interests, which shall not have any Permitted Encumbrances). The Parties agree that the provisions substantially in the form of this Section 10.8 shall be reflected in the Confirmation Order.

10.9 Access to Records.

(a) On and after the Closing Date, each Seller will, and will cause its Affiliates, successors and assigns and Representatives to, afford promptly to Buyer and its agents reasonable access to its books of account, financial and other records (including accountant's work papers),



information, employees and auditors to the extent necessary or useful for Buyer in connection with any audit, investigation, dispute or litigation or any other reasonable business purpose relating to the Acquired Interests or the Assumed Liabilities; *provided* that any such access by Buyer shall not unreasonably interfere with the conduct of the business of such Seller.

(b) Buyer agrees that, following the Closing, and subject to applicable Law and any confidentiality restrictions to third parties, and except as may be necessary to protect any applicable legal privilege, it shall (and shall cause its Subsidiaries to) give to the Sellers and their Representatives reasonable access during normal business hours to the Records pertaining to any and all periods prior to and including the Closing Date, to the extent useful or necessary for the Sellers in connection with any audit, investigation, dispute or litigation relating to the Seller's prior ownership of the Acquired Interests or the Assumed Liabilities, as the Sellers and their Representatives may reasonably request; *provided* that any such access by the Sellers shall not unreasonably interfere with the conduct of business of Buyer.

10.10 Payment of Assumed Liabilities. If, from and after the Closing Date, any Seller or their respective Affiliates receives an invoice from a third party for payment of amounts that constitute Assumed Liabilities, such Seller may deliver such invoice to Buyer for payment and Buyer shall pay such invoice promptly and in any event within thirty (30) days of Buyer's receipt of such invoice from such Seller; *provided*, that for the avoidance of doubt, that if any such invoice covers amounts that are not Assumed Liabilities, as well as amounts that are Assumed Liabilities, Buyer shall only be required by this Section 10.10 to pay that portion of the amounts invoiced that constitute Assumed Liabilities.

10.11 Payment of Retained Liabilities. If, from and after the Closing Date, Buyer or its Affiliates receives an invoice from a third party for payment of amounts that constitute Retained Liabilities, Buyer may deliver such invoice to the Sellers for payment and the Sellers shall pay such invoice promptly and in any event within thirty (30) days of the Sellers' receipt of such invoice from Buyer; *provided*, that (a) for the avoidance of doubt, that if any such invoice covers amounts that are not Retained Liabilities, as well as amounts that are Retained Liabilities, the Sellers shall only be required by this Section 10.11 to pay that portion of the amounts invoiced that constitute Retained Liabilities, (b) Sellers will not be required to pay any such Retained Liability to the extent such Retained Liability has been satisfied, compromised, settled, released or discharged pursuant to the Plan and the Confirmation Order or is otherwise subject to a different specified treatment pursuant to the Plan and (c) this Section 10.11 will not limit Sellers' right to exercise or pursue any counterclaim, right to setoff or other defense of Sellers with respect to such Retained Liability.

#### 10.12 Accounts Receivables.

(a) On the Closing Date, Fieldwood shall deliver to Buyer a statement setting forth the names of the obligor and the amount of each Closing Accounts Receivable (or amounts as known as of the Closing) (as such statement may be modified or supplemented from time to time within ninety (90) days after the Closing Date by written notice of Fieldwood to Buyer, the "*Closing Accounts Receivables Statement*").

(b) From and after the Closing until the date that is 365 days following the Closing (the “**AR Collections Period**”), if Buyer so requests, Fieldwood shall collect the Closing Accounts Receivable for the benefit of Buyer and Fieldwood shall use the same level of efforts in the collection of the Closing Accounts Receivable that Fieldwood uses in the collection of its own accounts receivables; *provided that* (i) Fieldwood may settle any Closing Accounts Receivable by setoff (each such setoff, an “**Accounts Receivable Setoff**”) of any amounts owed by the obligor thereunder against any amount that Fieldwood or any of its Subsidiaries owes to such obligor, to the extent (A) such Accounts Receivable Setoff is permitted under applicable Law and (B) Fieldwood delivers to Buyer (as set forth in Section 10.12(c)) an amount in cash equal to the amount of such Closing Accounts Receivable actually collected by such Accounts Receivable Setoff, (ii) Fieldwood must obtain the prior written consent of Buyer to settle (whether in cash or by way of an Accounts Receivable Setoff) any Closing Accounts Receivable for an amount less than the applicable amount set forth on the Closing Accounts Receivables Statement, (iii) without limiting Fieldwood’s other obligations in this Agreement neither Fieldwood nor any of its Subsidiaries shall be required to incur any out-of-pocket expenses or admit or consent to any liability or obligation in connection with the collection of any Closing Accounts Receivable and (iv) Fieldwood shall not have any obligation to commence any litigation or other legal proceeding in connection with the collection of any Closing Accounts Receivable. Each Party acknowledges that Fieldwood is making efforts to collect the Closing Accounts Receivable hereunder solely pursuant to a contractual relationship on an arm’s length basis and that the Parties do not intend that Fieldwood act or be responsible as a fiduciary to Buyer, any holders of Claims or any other Person, and expressly disclaim any such fiduciary relationship, whether between or among Buyer, on the one hand, and Fieldwood or any Seller, on the other hand. Buyer acknowledges that Fieldwood’s obligations pursuant to this Section 10.12 (including Fieldwood Energy I’s obligations under Section 10.12(e)) will be undertaken by Buyer pursuant to and in accordance with the TSA. Fieldwood shall be liable to Buyer (as set forth in Section 10.12(c)) for any Closing Accounts Receivable actually collected by Fieldwood (including as set off by Accounts Receivable Setoff) pursuant to this Section 10.12, and shall indemnify Buyer on a dollar-for-dollar basis for any Closing Accounts Receivable that are actually collected by Fieldwood (including as set off by Accounts Receivable Setoff) but not paid to Buyer pursuant to Section 10.12(c). In the case of an Accounts Receivable Setoff, the date of such Accounts Receivable Setoff shall be the earlier of (i) the date notice of such Accounts Receivable Setoff is delivered to Buyer pursuant to this Section 10.12(b) and (ii) the date such Accounts Receivable Setoff is reflected on the books of Fieldwood or any of its Subsidiaries.

(c) Prior to the tenth (10th) calendar day following the end of each calendar month occurring after the Closing Date and through the month in which the end of the AR Collections Period occurs, Fieldwood shall promptly deliver the amount of any and all cash collected in respect of Closing Accounts Receivables and the amount of any and all Accounts Receivable Setoffs (collectively, the “**Accounts Receivable Collections**”) to Buyer, together with a statement setting forth the aggregate amount of all the Accounts Receivable Collections.

(d) On the date that is fifteen (15) calendar days after the end of the month in which the AR Collections Period ends, Fieldwood shall (i) deliver to Buyer a statement setting forth (A) the names of the obligor and amount of each Closing Accounts Receivable that remains uncollected, whether by cash or setoff (collectively, the “**Remaining Accounts**”); and (B) the aggregate amount of all of the Remaining Accounts receivables; and (ii) from and after the AR



Collections Period, Fieldwood shall have no further obligation under this Section 10.12 to make efforts to collect the Remaining Accounts; *provided, however*, for the avoidance of doubt, if Buyer so requests, Fieldwood or its Subsidiaries may elect to collect any of the Remaining Accounts after the expiration of the AR Collections Period, and if Fieldwood so elects, Fieldwood shall pay such amounts over to Buyer, and Fieldwood shall be liable to Buyer for, and shall indemnify Buyer on a dollar-for-dollar basis for, any Remaining Accounts actually collected by Fieldwood pursuant to this Section 10.12.

(e) Each of the Sellers and Buyer acknowledges and agrees that in connection with, and from and after, the consummation of the Divisive Merger, Fieldwood's obligations and liabilities (including indemnification obligations) under this Section 10.12 will vest in and be allocated to Fieldwood Energy I (in the case of Closing Accounts Receivable attributable to the FWE I Assets) or Fieldwood Energy III (in the case of Closing Accounts Receivable other than those attributable to the FWE I Assets).

#### 10.13 Directors' and Officers' Indemnification.

(a) Buyer shall indemnify, defend and hold harmless (i) each individual Person who is, as of the Closing Date, a director, officer or manager of any Seller, excluding in each case each such Person who is an Excluded Party (as such term is defined in the Plan), and (ii) Matt McCarroll with respect to his service, prior to the Closing Date, as a director, officer or manager (as applicable) of the Sellers (the "***D&O Indemnified Parties***"), against any and all Losses (including, for the avoidance of doubt, reasonable attorneys' fees, costs and other out-of-pocket expenses) arising out of or relating to any threatened or actual Claim based in whole or in part on, or arising out of or relating in whole or in part to, the fact that such individual Person is or was a director, officer or manager of one or more of the Sellers whether based upon, arising out of or relating to any act or omission actually or allegedly committed or attempted at or prior to the Closing Date and whether asserted or claimed prior to, or at or after, the Closing Date, including all Claims based in whole or in part on, or arising in whole or in part out of, or relating to this Agreement or the transactions contemplated hereby, in each case to the full extent a Seller would be permitted under applicable Law to indemnify its own directors, officers or managers (including payment of expenses in advance of the final disposition of any such action or proceeding to each D&O Indemnified Party), but only to the extent that such Losses would be indemnifiable by the Sellers pursuant to the terms of (x) the organizational documents of the Sellers or (y) any indemnification agreement between one or more Sellers, on the one hand, and the D&O Indemnified Party(ies) seeking indemnification from Buyer pursuant to this Section 10.13(a), on the other hand, set forth on Schedule 10.13(a), in each case, as such organizational documents or agreements existed on the Petition Date (the "***Existing D&O Indemnification Terms***"); *provided, however*, that Buyer's obligation to indemnify and hold harmless the D&O Indemnified Parties pursuant to this Section 10.13(a) with respect to Losses associated with any Claim shall be reduced by the amount of any recovery actually received by the applicable D&O Indemnified Party(ies) under the Tail Policy with respect to such Claim (the "***D&O Indemnified Liabilities***"). A D&O Indemnified Party shall not be entitled to make a claim against Buyer for indemnification pursuant to this Section 10.13(a) with respect to an underlying Claim unless and until such D&O Indemnified Party has made a claim against the Tail Policy with respect to such Claim and received a determination of coverage available under the Tail Policy with respect thereto.

(b) Buyer acknowledges that certain D&O Indemnified Parties may have rights to indemnification, advancement of expenses and/or insurance provided by the Sellers, but excluding, for purposes of the definition of “Indemnitors”, the Tail Policy and the insurance providers with respect thereto (collectively, the “*Indemnitors*”). Buyer hereby agrees that as between Buyer and Sellers (i) the Tail Policy and the insurance providers with respect thereto are the indemnitors of first resort with respect to indemnity obligations to the D&O Indemnified Parties, (ii) Buyer’s indemnity obligations to the D&O Indemnified Parties apply only once coverage under the Tail Policy has been exhausted upon either payment of the Tail Policy’s limits of liability or a determination by the insurance providers thereof that coverage is unavailable with respect to a particular Loss, (iii) the Indemnitors’ indemnity obligations to the D&O Indemnified Parties are secondary to Buyer’s indemnity obligations to the D&O Indemnified Parties, (iv) Buyer shall be required to advance the full amount of expenses incurred by any D&O Indemnified Party and shall be liable for the full amount of all expenses, judgments, penalties, fines and amounts paid in settlement to the extent legally permitted and as required by the terms of this Agreement, without regard to any rights the D&O Indemnified Party may have against the Indemnitors, but only to the extent that such expenses would be advanced, and such expenses, judgments, penalties, fines and amounts paid in settlement would be payable, in each case pursuant to the Existing D&O Indemnification Terms and (v) Buyer irrevocably waives, relinquishes and releases the Indemnitors from any and all claims against the Indemnitors for contribution, subrogation or any other recovery of any kind in respect thereof in respect of the matters set forth in this Section 10.13(b). Buyer further agrees that no advancement or payment by an Indemnitor on behalf of a D&O Indemnified Party with respect to any claim for which a D&O Indemnified Party has sought indemnification from Buyer shall affect the foregoing and the applicable Indemnitor shall have a right of contribution and/or be subrogated to the extent of such advancement or payment to all of the rights of recovery of the D&O Indemnified Party against Buyer. Buyer and the D&O Indemnified Parties agree that the Indemnitors are express third party beneficiaries of the terms of this Section 10.13.

(c) Without limiting Section 10.13(a), in the event a Claim is brought against any D&O Indemnified Party (whether arising before or after the Closing Date), nothing in this Section 10.13 shall limit the D&O Indemnified Party’s(ies’) right, to the extent provided pursuant to the Existing D&O Indemnification Terms, to retain counsel satisfactory to him or her (and Buyer shall (to the extent such coverage would be available pursuant to the Existing D&O Indemnification Terms) pay the fees and expenses of such counsel (to the extent such fees and expenses constitute D&O Indemnified Liabilities) for the D&O Indemnified Party promptly as statements therefor are received), *provided* that, to the extent the D&O Indemnified Party(ies) would retain control of any such defense pursuant to the Existing D&O Indemnification Terms, the D&O Indemnified Party(ies) shall retain control of any such defense.

(d) In the event that Buyer or any of its successors or assigns (i) consolidates with or merges into any other Person and is not the continuing or surviving corporation or entity of such consolidation or merger; or (ii) sells, transfers or conveys to any Person or Persons acting in concert all or substantially all of its properties and assets, or ownership of a majority of equity representing the right to control the management of Buyer, then, and in each such case, Buyer shall cause proper provision to be made so that the successors and assigns of Buyer shall assume all of the obligations of Buyer set forth in this Section 10.13.

(e) Each manager that is included in the D&O Indemnified Parties is identified on Schedule 10.13(e).

10.14 Rights of Use.<sup>12</sup> The Parties recognize that, under current BSEE policy, BSEE will recognize only a single entity as the holder of a right of use and easement (each, a “**RUE**”). The Parties agree that RUE No. OCS-G 30329 covering the South Marsh Island 132 Platform B (Complex ID 21982) shall be held by Fieldwood Energy I (upon completion of the anticipated Divisive Merger) on behalf of both itself and Buyer; the Parties agree that, as a contractual matter between themselves, Fieldwood Energy I and Buyer shall each own a one-half interest in such platform and shall each be responsible for one half of the costs and obligations (for operating, decommissioning and otherwise) relating to such platform. The Sellers and Buyer will use commercially reasonable efforts to obtain, to the extent required by BSEE, replacement Right of Use Agreements with respect to each Right of Use Agreement listed on Schedule 10.14 at, or as promptly as practicable following, the Closing. The rights of the Sellers and Buyer to use, and the obligations with respect to, any RUE listed in **Part 1** of Schedule 10.14 shall be governed by the terms of the joint operation agreements from the Lease(s) associated with such RUE.

10.15 Post-Closing Agreements. On the date of the consummation of the transactions contemplated by the Divisive Merger, each Seller shall, and shall cause its applicable Affiliates to, and Buyer shall, deliver counterparts to the TSA, the SEMS Bridging Agreement, the ST 308 Performance Bond, the Farmout Agreement, and each of the Joint Operating Agreement Amendments.

10.16 Effective Date Payments. On the Effective Date, the Sellers will pay, or cause to be paid, each of the Effective Date Cash Obligations that is to be paid on the Effective Date pursuant to the Plan to the applicable payees thereof.

## ARTICLE XI ASSUMPTION AND RETENTION OF LIABILITIES

11.1 Buyer’s Assumption of Liabilities. Subject to the terms of this Agreement, if the Closing occurs, Buyer shall be deemed to have assumed (and shall pay, perform and discharge) the following Liabilities of the Sellers, as of the Closing (collectively, the “**Assumed Liabilities**”):

(a) all Liabilities to the extent arising out of the Leases and the Assigned Contracts that are Acquired Interests, but, as to such Leases and such Assigned Contracts that constitute Other Assets, only to the extent that such Liabilities arise after the Closing;

(b) all Liabilities to the extent arising out of the ownership, operation, use or environmental condition of the Acquired Interests (other than the Leases and Assigned Contracts), but, as to the Other Assets that are Acquired Interests, only to the extent that the acts, omissions, events or conditions giving rise thereto first arise, occur or come into existence after the Closing;

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<sup>12</sup> Note to Draft: Section 10.14 is under discussion between the Parties. Any change to this Section 10.14 will require the consent of Apache.

(c) all Liabilities to assess, remediate, remove, transport or dispose as required under Environmental Law any Environmental Contaminants present as of the Closing at the Acquired Interests;

(d) all Liabilities (whether arising before, at or after the Closing) to the extent arising out of the plugging, abandonment and decommissioning of, and all related salvage, site clearance and surface restoration activities for, any Field Assets that are Acquired Interests to the extent required under applicable Law or the terms of the applicable Leases, but, as to such Field Assets that constitute Other Assets, excluding any monetary fines and penalties to the extent that such monetary fines and penalties arise from or relate to facts or conditions existing or occurring at or before the Closing;

(e) all Liabilities to the extent arising out of any Imbalances attributable to the Acquired Interests;

(f) all Liabilities to the extent arising out of any Suspense Funds delivered to Buyer at the Closing but excluding Liabilities with respect to misapplication of any Suspense Funds (or any escheat or other Laws related thereto) before the Closing;

(g) all Liabilities to the extent arising out of any Prepaid JOA Funds or Undisbursed Revenue, in each case, that is delivered to Buyer at the Closing but excluding Liabilities with respect to misapplication of Prepaid JOA Funds or Undisbursed Revenue (or any escheat or other Laws related thereto) before the Closing;

(h) all Liabilities assumed by Buyer pursuant to Section 6.8;

(i) all Liabilities for Taxes attributable to the Acquired Interests other than the Retained Taxes;

(j) all Liabilities relating to (i) any Seller Employee who becomes a Transferred Employee, that arise at, before or after the Closing, in each case unless such claim is (A) discharged under the Plan or (B) covered by insurance and (ii) any Employee Severance that becomes due and payable following the Closing;

(k) all indemnities of Buyer under Section 1.2, Section 2.3, Section 2.4 and Section 2.5;

(l) all Working Capital Liabilities;

(m) the D&O Indemnified Liabilities;

(n) all Liabilities arising out of or relating to any affirmative defenses of third parties with respect to any Claim or cause of action assigned to Buyer pursuant to Section 1.2(h), Section 1.2(v) and Section 1.2(qq) to the extent that if treated as Retained Liabilities such defenses would not constitute general unsecured claims of the Sellers; and

(o) the Allowed FLFO Claims (as defined in the Plan) remaining following distribution of the FLFO Distribution Amount (as defined in the Plan) pursuant to the Plan (as modified to the extent set forth in the First Lien Exit Facility Documents (as defined in the Plan)).

Notwithstanding anything to the contrary herein, Assumed Liabilities shall not include any surety bond premiums, indemnity obligations or other obligations on account of surety bonds that were obtained by the Sellers.

11.2 Sellers' Retention of Liabilities. Notwithstanding anything to the contrary set forth in this Agreement or in any other document or instrument entered into in connection with this Agreement, the Parties expressly acknowledge and agree that Buyer is assuming only the Assumed Liabilities and is not assuming any other Liability of any Seller. All other Liabilities of each Seller or any of its Affiliates (or any predecessor of any Seller or any of its Affiliates or any prior owner of all or part of their businesses and assets) shall be retained by and remain Liabilities of such Seller and its Affiliates (all such Liabilities not being assumed being herein referred to as the "***Retained Liabilities***") including the following:

(a) all Liabilities arising out of the Leases and the Assigned Contracts except those Liabilities set forth in Section 11.1(a);

(b) all Liabilities arising out of the plugging, abandonment and decommissioning of, and all related salvage, site clearance and surface restoration activities for, any assets, properties or leases, except those Liabilities set forth in Section 11.1(d);

(c) all Liabilities relating to the presence of Environmental Contaminants, except those Liabilities set forth in Section 11.1(c);

(d) [reserved];

(e) all current liabilities of the Sellers and their Subsidiaries, including all expenses and accounts, notes and other payables (other than the Working Capital Liabilities);

(f) all Liabilities arising out of the ownership, operation, use or environmental condition of the Acquired Interests (other than Leases and Assigned Contracts) prior to or as of the Closing, except those liabilities set forth in Section 11.1(b);

(g) all indebtedness, whether or not encumbering all or any portion of the Acquired Interests (other than the Working Capital Liabilities);

(h) all Liabilities arising out of any Suspense Funds, Undisbursed Revenue and Prepaid JOA Funds (except for those Liabilities described in Sections 11.1(f) and Section 11.1(g));

(i) [reserved];

(j) all Liabilities arising out of or relating to the Decommissioning Agreement and Apache PSA;



(k) all Liabilities related to, resulting from or otherwise arising out of or relating to any Excluded Assets (other than the Working Capital Liabilities);

(l) all Liabilities arising out of or relating to any Seller's breach of this Agreement;

(m) all Liabilities for (a) Taxes of the Sellers or Taxes relating to the Acquired Interests (other than Fieldwood U.A. Interests) or the Assumed Liabilities with respect to any Pre-Closing Tax Period (including Property-Related Taxes and Production Taxes that are allocated to the Pre-Closing Tax Period pursuant to Section 6.12), (b) Taxes imposed on Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof, or for which Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof may otherwise be liable, with respect to any Pre-Closing Tax Period; (c) Taxes imposed on Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof, or for which Fieldwood U.A. or Fieldwood Mexico or any Subsidiary thereof may otherwise be liable, as a result of having been a member of any Company Group; and (d) Transfer Taxes solely to the extent such Transfer Taxes are the responsibility of the Sellers pursuant to Section 6.12 (the "**Retained Taxes**");

(n) all Liabilities for non-compliance by the Sellers or Buyer (or any of their respective Affiliates) with any bulk sales, bulk transfer or similar Law;

(o) all Liabilities relating to any current or former independent contractor of any Seller or any of its Affiliates or any Seller Employee or other current or former employee of any Seller or any of its Affiliates who does not become a Transferred Employee, that arise at, before or after the Closing (except for those Liabilities assumed by Buyer pursuant to Section 6.8(c));

(p) all Liabilities arising out of or relating to any Claim with respect to facts and circumstances existing prior to the Closing, including Liabilities for any fines or penalties relating thereto, except (i) as provided in Section 11.1(b) through Section 11.1(h) and (ii) any affirmative defenses of third parties with respect to any Claim or cause of action assigned to Buyer pursuant to Section 1.2(h), Section 1.2(v) and Section 1.2(qq) except to the extent that if treated as Retained Liabilities such defenses would constitute general unsecured claims of the Sellers;

(q) all Liabilities relating to an Employee Plan that is not an Assumed Employee Plan;

(r) Liabilities satisfied, compromised, settled, released or discharged pursuant to the Plan and the Confirmation Order; and

(s) all Effective Date Cash Obligations.

Notwithstanding anything contained in this Section 11.2 or elsewhere in this Agreement or any Ancillary Document, Assumed Liabilities shall include all Fieldwood Energy I Closing Accounts Payable.



11.3 Reservation as to Third Persons. Nothing herein is intended to limit or otherwise waive any recourse Buyer or the Sellers may have against any Third Person for any Liabilities that may be incurred with respect to the Acquired Interests.

## ARTICLE XII MISCELLANEOUS

12.1 Expenses. Except as otherwise specifically provided herein or in any order of the Bankruptcy Court, all fees, costs and expenses (including engineering, land, title, legal, accounting, consulting and other professional fees, costs and expenses) incurred by Buyer, Buyer 2 or the Sellers in negotiating this Agreement, the Ancillary Documents or in consummating the transactions contemplated herein or therein shall be paid by the Party incurring the same whether or not the Closing shall have occurred. Buyer shall be solely responsible and pay for all recording fees related to the transfer of the Acquired Interests; *provided* that if any such recording fees are required to be paid prior to the Closing the Sellers shall pay such recording fees when due.

12.2 Notices. All notices and communications required or permitted to be given hereunder (each, a “**Notice**”) shall be in writing and shall be delivered personally, or sent by certified U.S. mail, postage prepaid with return receipt requested, bonded overnight courier, by facsimile or email transmission (provided any such facsimile or email transmission is confirmed either orally or by written confirmation), addressed to the appropriate Party at the address for such Party shown below:

If to Buyer or Buyer 2:

[ ]

If to the Sellers:

c/o Fieldwood Energy LLC  
2000 W. Sam Houston Pkwy. S., Suite 1200  
Houston, Texas 77042  
Attention: Mike Dane  
Thomas R. Lamme  
Jon Graham  
Email: MDane@fwellc.com  
TLamme@fwellc.com  
JGraham@fwellc.com

with a copy (which will not constitute notice)  
to:

Davis Polk & Wardwell LLP  
450 Lexington Avenue  
New York, New York 10017  
Attention: Damian Schaible  
Natasha Tsiouris  
Cheryl Chan  
Email: damian.schaible@davispolk.com

with a copy (which will not constitute notice)  
to:

Weil, Gotshal & Manges LLP  
200 Crescent Court, Suite 300  
Dallas, Texas 75201  
Attention: Rodney L. Moore  
Samuel C. Peca  
Matt Barr  
Alfredo R. Perez

If to Buyer or Buyer 2:

natasha.tsiouris@davispolk.com  
cheryl.chan@davispolk.com

If to the Sellers:

Email: Jessica Liou  
rodney.moore@weil.com  
samuel.peca@weil.com  
matt.barr@weil.com  
alfredo.perez@weil.com  
jessica.liou@weil.com

Any Notice given in accordance herewith shall be deemed to have been given and received upon: (a) if by personal delivery, then upon receipt (except, if a Notice is received at or after 5:00 p.m. Central Time or on a day that is not a Business Day, it shall be deemed received on the next Business Day), (b) if sent by U.S. certified mail, postage prepaid, return receipt requested, then the date shown as received on the return notice, (c) if sent by facsimile or email transmission, the date such facsimile or email transmission is confirmed either orally or by written confirmation, or (d) if by bonded overnight courier, the date shown on the notice of delivery. Any Party may change the address, facsimile number or email address to which Notices are to be addressed by giving written notice to the other Party in the manner provided in this Section 12.2.

12.3 Amendments. Except as set forth in Section 1.2, Section 2.1, Section 2.3(b), Section 2.4, Section 2.6 and Section 6.7, this Agreement, including all Exhibits and Schedules hereto, may be amended or modified only by an agreement in writing executed by all of the Parties.

12.4 Waiver. No Party shall be deemed to have waived or discharged any claim arising out of this Agreement, or any power, right, privilege, remedy or condition under this Agreement, unless the waiver or discharge of such claim, power, right, privilege, remedy or condition is expressly set forth in a written instrument duly executed and delivered by the Party against whom the waiver or discharge is sought to be enforced. A waiver or discharge made on one occasion or a partial waiver or discharge of any power, right, privilege, remedy or condition shall not preclude any other or further exercise or enforcement of such power, right, privilege or remedy or requirement to satisfy such condition. Except as expressly provided otherwise in this Agreement, the rights of each Party under this Agreement shall be cumulative, and the exercise or partial exercise of any such right shall not preclude the exercise of any other right.

12.5 No Third-Party Beneficiaries. Nothing in this Agreement entitles any Person other than Buyer, Buyer 2 and the Sellers, including Fieldwood Energy I and GOM Shelf and their Subsidiaries, to any claims, remedy or right of any kind; *provided, however*, (a) the D&O Indemnified Parties are intended to be, and shall be, third party beneficiaries of Section 10.12, (b) the Non-Recourse Parties are intended to be, and shall be, third party beneficiaries of Section 12.14 and (c) the Seller Indemnified Parties are intended to be, and shall be, third party beneficiaries of the rights of Seller Indemnified Parties specified in Article XIII. From and after the establishment of the Liquidating Trust, the Liquidating Trustee shall be a third party beneficiary of the Sellers' rights under this Agreement.

## 12.6 Assignment.

(a) Subject to Section 12.6(b), neither this Agreement nor any rights, interests or obligations hereunder shall be assigned by any Party by operation of Law or otherwise without the other Party's express written consent (which may be granted or withheld in the sole discretion of such other Party); *provided, however*, that Buyer and Buyer 2 shall be permitted, upon notice to the Sellers, to assign all or part of its respective rights or obligations hereunder (including obligations related to the Assumed Liabilities) to any wholly-owned Subsidiary of NewCo (as defined in the Plan) and the Sellers may assign their respective rights and obligations under this Agreement to any liquidating trust or other similar representative of the Sellers created or appointed pursuant to a Bankruptcy Court order. Notwithstanding the foregoing, no assignment of any rights hereunder shall relieve the assigning Party of any obligations or responsibilities hereunder.

(b) If a Liquidating Trust is established, from and after the formation of the Liquidating Trust, subject to the terms of the Confirmation Order, all rights and obligations of the Sellers under this Agreement shall accrue to and be for the benefit of and shall be exercisable by the Liquidating Trust, as provided by any order of the Bankruptcy Court and the Liquidating Trustee shall be entitled to exercise all of the rights of the Sellers under this Agreement.

12.7 Counterparts. This Agreement and any amendment hereto may be executed by Buyer, Buyer 2 and the Sellers in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same agreement. Notwithstanding anything to the contrary in Section 12.2, delivery of an executed counterpart of a signature page to this Agreement or any amendment hereto by telecopier, facsimile or email attachment that contains a portable document format (.pdf) file of an executed signature shall be effective as delivery of a manually executed counterpart of this Agreement or such amendment, as applicable.

## 12.8 Governing Law; Jurisdiction; Venue; Jury Trial.

(a) Except to the extent the mandatory provisions of the Bankruptcy Code apply, this Agreement and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Agreement or the negotiation, execution, termination, performance or non-performance of this Agreement, or any Ancillary Document (unless such Ancillary Document provides for the application of the laws of another jurisdiction) shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely in such state without regard to principles of conflicts or choice of laws or any other law that would make the laws of any other jurisdiction other than the State of New York applicable hereto.

(b) Without limitation of any Party's right to appeal any order of the Bankruptcy Court, (i) the Bankruptcy Court shall retain exclusive jurisdiction to enforce the terms of this Agreement and to decide any claims or disputes which may arise or result from, or be connected with, this Agreement, any breach or default hereunder, or the transactions contemplated hereby and (ii) any and all claims relating to the foregoing shall be filed and maintained only in the Bankruptcy Court, and the Parties hereby consent and submit to the exclusive jurisdiction and

venue of the Bankruptcy Court and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Claim; *provided, however*, that, if the Bankruptcy Cases have been closed pursuant to Section 350(a) of the Bankruptcy Code (or in the event that the Bankruptcy Court determines that it does not have jurisdiction), all Claims arising out of or relating to this Agreement shall be heard and determined in a New York state court or a federal court sitting in the Borough of Manhattan, New York, New York, and the Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such Claim and irrevocably waive the defense of an inconvenient forum to the maintenance of any such Claim. The Parties consent to service of process by mail (in accordance with Section 12.2) or any other manner permitted by Law.

(c) THE PARTIES HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY CLAIM OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE NEGOTIATION, EXECUTION, TERMINATION, PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, OR ANY ANCILLARY DOCUMENT (UNLESS SUCH ANCILLARY DOCUMENT PROVIDES OTHERWISE).

12.9 Entire Agreement. This Agreement (including the Exhibits, Schedules and Disclosure Schedules), the Ancillary Documents and the Plan constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all negotiations, prior discussions and prior agreements and understandings relating to such subject matter. In the event of any conflict between this Agreement, any Ancillary Document and the Plan, this Agreement will control.

12.10 Binding Effect. This Agreement shall be binding in all respects against (a) the Sellers and all of their successors and permitted assigns (including, for the avoidance of doubt, any trustee, examiner or other fiduciary appointed in the Bankruptcy Case) and (b) Buyer, Buyer 2 and all of their respective successors and permitted assigns.

12.11 Time of the Essence. Time is of the essence for this Agreement.

12.12 No Partnership; No Fiduciary Duty. This Agreement shall not create and it is not the purpose or intention of the Parties to create any partnership, mining partnership, joint venture, general partnership or other partnership relationship and none shall be inferred. Nothing in this Agreement shall be construed to establish a fiduciary relationship between the Parties for any purpose.

12.13 Obligations of the Sellers. The Liabilities, obligations, representations, warranties and covenants of the Sellers in this Agreement and in the Ancillary Documents are solidary (as that term is used under Louisiana law) and joint and solidary (as that phrase is used under Texas law). Fieldwood shall cause each other Seller to comply with such Seller's obligations under this Agreement, including with respect to the transfer and assignment of the Acquired Interests and Assumed Liabilities and the obligations in Section 6.1.

12.14 No Recourse. Notwithstanding anything that may be expressed or implied in this Agreement or any Ancillary Document, each Party, on behalf of itself and its Affiliates and their respective representatives, covenants, agrees and acknowledges that no Person other than the

Parties (and their respective successors or assignees, as applicable) has any obligation hereunder and that, neither any Party, their respective Affiliates or their respective representatives, shall have any right of recovery under this Agreement or any Ancillary Document against, and no personal liability under this Agreement or any Ancillary Document shall attach to, any Party's former, current or future debt or equity financing sources, equity holders, controlling Persons, directors, officers, employees, general or limited partners, members, managers, Affiliates or agents, or any former, current or future equity holder, controlling Person, director, officer, employee, general or limited partner, member, manager, Affiliate or agent of any of the foregoing (collectively, each of the foregoing but not including the Parties, a "***Non-Recourse Party***"), whether by or through attempted piercing of the corporate, limited partnership or limited liability company veil, by or through a claim by or on behalf of any Party against any Non-Recourse Party, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any applicable Law, whether in contract, tort or otherwise. Without limiting the foregoing, no past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of the Sellers or any of their Affiliates shall have any liability for any obligations or liabilities of the Sellers under this Agreement of or for any Claim based on, in respect of, or by reason of, the transactions contemplated hereby.

**12.15 Disclosure Schedules.** All references to Schedules in Article IV and Article V of this Agreement are referred to in this Section 12.15 as "***Disclosure Schedules***". The information in the Disclosure Schedules constitutes exceptions, qualifications and/or supplements to particular representations or warranties of the Sellers, Buyer and Buyer 2 as set forth in this Agreement. The Disclosure Schedules shall not be construed as indicating that any disclosed information is required to be disclosed, and no disclosure shall be construed as an admission that such information is material to, outside the ordinary course of business of, or required to be disclosed by, the Sellers, Buyer or Buyer 2 or constitutes, individually or in the aggregate, a Material Adverse Effect. Capitalized terms used in the Schedules that are not defined therein and are defined in this Agreement shall have the meanings given to them in this Agreement. The captions contained in the Schedules are for the convenience of reference only, and shall not be deemed to modify or influence the interpretation of the information contained in the Disclosure Schedules or this Agreement. The statements in each Schedule of the Disclosure Schedules qualify and relate to the corresponding provisions in the Sections of this Agreement to which they expressly refer and to each other Section in Article IV or Article V of this Agreement to which the applicability of a statement or disclosure in a particular Schedule of the Disclosure Schedules is readily apparent on its face.

**12.16 Other Contract Interpretation.**

(a) **Headings.** The headings of the Exhibits, Schedules, Articles, Sections, and subsections of this Agreement are for guidance and convenience of reference only and shall not limit or otherwise affect any provision of this Agreement. All references in this Agreement to any "Section," "Article," "Annex," "Exhibit," or "***Schedule***" are to the corresponding Section, Article, Annex, Exhibit or Schedule of this Agreement unless otherwise specified (subject to Section 12.15).

(b) **Severability.** If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of Law or public policy, it shall not affect the validity or



enforceability of the other provisions here and all other provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby fulfilled to the greatest extent possible.

(c) Agreement Not to Be Construed Against Drafter. The Parties have participated jointly in negotiating and drafting this Agreement. In the event that an ambiguity or a question of intent or interpretation arises, both this Agreement and the Ancillary Documents will be construed as if drafted jointly by the Parties. No presumption or burden of proof will arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement or any Ancillary Document.

(d) Miscellaneous Interpretation. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded. If the last day of such period is a day other than a Business Day, the period in question shall end on the next succeeding Business Day. Whenever the words “include,” “*includes*” or “*including*” are used in this Agreement, they will be deemed to be followed by the words “*without limitation*” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following. Unless the context otherwise requires, (1) “*or*” is disjunctive but not exclusive, (2) words in the singular include the plural and vice versa, (3) the words “herein,” “hereof,” “hereby,” “*hereunder*” and words of similar nature refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited, (4) the use in this Agreement of a pronoun in reference to a Party or Person includes the masculine, feminine or neuter, as the context may require, (5) reference to any Person includes the successors and permitted assigns of that Person, (6) any reference in this Agreement to “\$” means United States dollars, (7) and reference in this Agreement to “*days*” (but not “*Business Days*”) means to calendar days, (8) reference to any law in this Agreement means such law as amended, modified, codified, reenacted, supplemented or superseded in whole or in part, and in effect from time to time together with any rules or regulations promulgated thereunder, (9) any reference in this Agreement to “*related to*”, “*relating to*” or a similar phrase, in each case, in respect of the business of the Sellers, the Acquired Interests, or any other matter means, unless the context otherwise requires, “*related in whole or in part to*”, “*relating in whole or in part to*” or a similar construction in the case of a similar phrase, as applicable, and (10) any reference in this Agreement to “*transactions contemplated by this Agreement*” or words of similar import includes the transactions contemplated by the other Ancillary Documents except as the context may otherwise require. The Annex, Schedules and Exhibits attached to this Agreement are deemed to be part of this Agreement and included in any reference to this Agreement. If the deadline for performance falls on a day that is not a Business Day, then the actual deadline for performance will be the next succeeding day that is a Business Day.

## ARTICLE XIII SURVIVAL AND INDEMNIFICATION

### 13.1 Survival; Limited Recourse Against Sellers.



(a) The representations and warranties of the Sellers, Buyer and Buyer 2 contained herein and in any certificate or other writing delivered by the Sellers pursuant hereto, including any representation or warranty that may be deemed to be made pursuant to Section 1.1 with respect to the Acquired Interests being acquired by Buyer or Buyer 2 free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances)), shall terminate upon and not survive the Closing and there shall be no liability (whether arising in contract, tort or otherwise, or whether at law or in equity, and regardless of the legal theory under which any entitlement, remedy or recourse may be sought or imposed (including all rights afforded by any statute which limits the effects of a release with respect to unknown claims)) thereafter in respect thereof. Nothing herein shall limit Buyer's or Buyer 2's remedies in the event of Fraud, except that Buyer and Buyer 2 shall have no remedy in the event of Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries. Each of the covenants of the Sellers, Buyer and Buyer 2 contained in this Agreement shall terminate upon the Closing except to the extent that performance under such covenant is to take place after Closing, in which case such covenant shall survive the Closing until the earlier of (i) performance of such covenant in accordance with this Agreement or (ii) the expiration of applicable statute of limitations with respect to any claim for any failure to perform such covenant (for clarity, any covenant that may be deemed to be made pursuant to Section 1.1 with respect to the Acquired Interests being acquired by Buyer or Buyer 2 free and clear of any and all Encumbrances (other than Permitted Encumbrances (except that the Fieldwood U.A. Interests and the JV Interests shall not be subject to any Permitted Encumbrances) shall terminate upon Closing)). The intended effect of termination of representations, warranties, covenants and agreements is to bar, from and after the date of termination, any claim or cause of action based on (x) the alleged inaccuracy of such representation or breach of such warranty or (y) an alleged breach or failure to fulfill such covenant or agreement; *provided* that if a written notice of any claim with respect to any covenant to be performed after Closing is given prior to the expiration of such covenant then such covenant shall survive until, but only for purposes of, the resolution of such claim by final, non-appealable judgment or settlement.

(b) Neither Buyer nor Buyer 2 shall have any recourse against any Person who is not a party to this Agreement (excluding any successor or assign of any Seller), including any Affiliate of any Seller or any lender or creditor of any Seller from and after Closing for any Losses relating to the Acquired Interests or this Agreement (including with respect to title and environmental matters) or the Sellers' breach of any representations and warranties, covenants or other provision of this Agreement. In addition, each of Buyer and Buyer 2 agree to the terms, conditions and limitations set forth in Section 1.5.

(c) No Seller shall have any recourse against any Person who is not a party to this Agreement (excluding any successor or assign of Buyer or Buyer 2), including any Affiliate of Buyer or Buyer 2 or any lender or creditor of Buyer or Buyer 2 from and after Closing for any Losses relating to the Acquired Interests or this Agreement (including with respect to title and environmental matters) or Buyer or Buyer 2's breach of any representations and warranties, covenants or other provision of this Agreement.

(d) For the avoidance of doubt, nothing in this Agreement shall prohibit the Sellers from ceasing operations or winding up their respective affairs following the Closing.

13.2 Indemnification by Buyer. From and after Closing, Buyer hereby agrees to indemnify and hold each Seller, Fieldwood Energy I, GOM Shelf, and each of their successors, their Affiliates and all of their respective officers, managers, directors, employees, equity owners and agents (collectively, the “***Seller Indemnified Parties***”) harmless from and against any and all Liabilities (including reasonable attorneys’ fees and costs incurred in connection therewith) based upon, attributable to or resulting from:

- (a) the Fieldwood Energy I Closing Accounts Payable; and
- (b) all Assumed Liabilities to the extent associated with the Co-Owned Assets that are Acquired Interests.

### 13.3 Indemnification Procedures.

(a) In the event that any proceedings shall be instituted or that any claim or demand shall be asserted by any Indemnified Party in respect of which indemnity may be sought under this Agreement (an “***Indemnification Claim***”), the Indemnified Party shall reasonably and promptly cause written notice of the assertion of any Indemnification Claim of which it has knowledge which is covered by such indemnity to be provided to the Indemnifying Party. Such notice shall set forth in reasonable detail such Indemnification Claim and the basis for indemnification. The failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of its obligation hereunder, except to the extent such failure shall have actually prejudiced the Indemnifying Party. The Indemnifying Party shall have the right, at its sole option and expense, to be represented by counsel of its choice, and to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder. If the Indemnifying Party elects to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder, it shall within thirty (30) days of receipt of the Indemnification Claim notify the Indemnified Party of its intent to do so. If the Indemnifying Party elects not to appoint lead counsel for and control, defend against, negotiate, settle or otherwise deal with any Indemnification Claim which relates to any Losses indemnified against hereunder, the Indemnified Party may control, defend against, negotiate, settle or otherwise deal with such Indemnification Claim. If the Indemnifying Party shall assume the control of the defense of any Indemnification Claim, the Indemnified Party may participate, at his or its own expense, in the defense of such Indemnification Claim; *provided, however*, that such Indemnified Party shall be entitled to participate in any such defense with separate counsel at the expense of the Indemnifying Party if (i) so requested by the Indemnifying Party to participate or (ii) in the reasonable opinion of counsel to the Indemnified Party a conflict or potential conflict exists between the Indemnified Party and the Indemnifying Party that would make such separate representation advisable; and *provided, further*, that the Indemnifying Party shall not be required to pay for more than one (1) such counsel for all Indemnified Parties in connection with any Indemnification Claim. The Parties agree to cooperate fully with each other in connection with the defense, negotiation or settlement of any such Indemnification Claim. Notwithstanding anything in this Section 13.3 to the contrary, if the Indemnifying Party shall assume the control of the defense of any Indemnification Claim, the Indemnifying Party shall not, without the written consent of the Indemnified Party (which shall not be unreasonably withheld, conditioned or delayed), settle or compromise any Indemnification Claim or consent to entry of any judgment

unless the claimant provides to the Indemnified Party an unqualified release from all liability in respect of the Indemnification Claim. If the Indemnifying Party makes any payment on any Indemnification Claim, the Indemnifying Party shall be subrogated, to the extent of such payment, to all rights and remedies of the Indemnified Party to any insurance benefits or other claims of the Indemnified Party with respect to such Indemnification Claim.

(b) After any final decision, judgment or award shall have been rendered by a Governmental Authority of competent jurisdiction and the expiration of the time in which to appeal therefrom, or a settlement shall have been consummated, or the Indemnified Party and the Indemnifying Party shall have arrived at a mutually binding agreement with respect to an Indemnification Claim hereunder, the Indemnified Party shall forward to the Indemnifying Party notice of any sums due and owing by the Indemnifying Party pursuant to this Agreement with respect to such matter. In the case of an Indemnification Claim that does not involve a third-party claim, if the Indemnifying Party does not notify the Indemnified Party within thirty (30) days following the receipt of a notice with respect to any such claim that the Indemnifying Party disputes its indemnity obligation to the Indemnified Party for any Losses with respect to such claim, such Losses shall be conclusively deemed a liability of the Indemnifying Party and the Indemnifying Party shall promptly pay to the Indemnified Party any and all Losses arising out of such claim. If the Indemnifying Party has timely disputed its indemnity obligation for any Losses with respect to such claim, the parties shall proceed in good faith to negotiate a resolution of such dispute and, if not resolved through negotiations, such dispute shall be resolved by litigation in an appropriate court of jurisdiction determined pursuant to Section 12.8.

(c) The amount of any Losses payable by the Indemnifying Party shall be net of any (i) amounts recovered or recoverable by the Indemnified Party under applicable insurance policies or from any other Person alleged to be responsible therefor, and (ii) Tax benefit actually realized by the Indemnified Party arising from the incurrence or payment of any such Losses in the taxable year such Loss was incurred. If the Indemnified Party receives any amounts under applicable insurance policies, or from any other Person alleged to be responsible for any Losses, subsequent to an indemnification payment by the Indemnifying Party, then such Indemnified Party shall promptly reimburse the Indemnifying Party for any payment made or expense incurred by such Indemnifying Party in connection with providing such indemnification payment up to the amount received by the Indemnified Party, net of any expenses incurred by such Indemnified Party in collecting such amount.

(d) The Indemnifying Party shall not be liable for any (i) consequential damages (but, for the avoidance of doubt, without limiting liability for direct damages), (ii) punitive damages or (iii) Losses for lost profits.

(e) Each Indemnified Party must mitigate in accordance with applicable Law any loss for which such Indemnified Party seeks indemnification under this Agreement. If such Indemnified Party mitigates its loss after the Indemnifying Party has paid the Indemnified Party under any indemnification provision of this Agreement in respect of that loss, the Indemnified Party must notify the Indemnifying Party and pay to the Indemnifying Party the extent of the value of the benefit to the Indemnified Party of that mitigation (less the Indemnified Party's reasonable costs of mitigation) within two (2) Business Days after the benefit is received.

(f) Each Indemnified Party shall use reasonable efforts to collect any amounts available under insurance coverage, or from any other Person alleged to be responsible, for any Losses payable under an indemnity in this Agreement.

(g) Express Negligence. THE INDEMNIFICATION, RELEASE, ASSUMED LIABILITIES, RETAINED LIABILITIES, WAIVER AND LIMITATION OF LIABILITY PROVISIONS PROVIDED FOR IN THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LIABILITIES, LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE OR RESULTED SOLELY OR IN PART FROM THE SOLE, ACTIVE, PASSIVE, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR VIOLATION OF LAW OF OR BY ANY INDEMNIFIED PARTY.

(h) Tax Treatment of Indemnity Payments. The Sellers, Buyer and Buyer 2 agree to treat any indemnity payment made pursuant to this Agreement as an adjustment to the Consideration for federal, state, local and foreign income tax purposes. Any indemnity payment under this Agreement shall be treated as an adjustment to the value of the asset upon which the underlying Indemnification Claim was based, unless a final determination (within the meaning of Section 1313 of the Code) with respect to the Indemnified Party or any of its Affiliates causes any such payment not to be treated as an adjustment to the value of the asset for United States federal income tax purposes.

(i) Sole and Exclusive Remedy. Except for any post-Closing payment expressly contemplated by this Agreement or any claim for a breach of a Party's covenants hereunder (to the extent not limited by Section 13.1(a)) or for Fraud (but not Fraud with respect to Fieldwood Energy I, FW GOM Pipeline, GOM Shelf or any of their respective Subsidiaries), the remedies provided in this Article XIII and in Section 8.3 shall be the sole and exclusive legal and equitable remedies of the Parties, from and after the Closing, with respect to this Agreement and the transactions contemplated hereby, and no Person will have any other entitlement, remedy or recourse, whether in contract, tort or otherwise, or whether at law or in equity, and regardless of the legal theory under which such entitlement, remedy or recourse may be sought or imposed (including all rights afforded by any statute which limits the effects of a release with respect to unknown claims), it being agreed that all of such other remedies, entitlements and recourse are expressly waived and released by the Parties to the fullest extent permitted by law.

*[Signature page follows.]*

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Execution Date.

**SELLERS:**

Fieldwood Energy Inc.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Fieldwood Energy LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dynamic Offshore Resources NS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Fieldwood Energy Offshore LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Fieldwood Onshore LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Fieldwood SD Offshore LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Fieldwood Offshore LLC

By: \_\_\_\_\_  
Name:  
Title:

FW GOM Pipeline, Inc.

By: \_\_\_\_\_  
Name:  
Title:

GOM Shelf LLC

By: \_\_\_\_\_  
Name:  
Title:

Bandon Oil and Gas GP, LLC

By: \_\_\_\_\_  
Name:  
Title:

Bandon Oil and Gas, LP

By: \_\_\_\_\_  
Name:  
Title:

Fieldwood Energy SP LLC

By: \_\_\_\_\_  
Name:  
Title:

Galveston Bay Pipeline LLC

By: \_\_\_\_\_  
Name:  
Title:



Galveston Bay Processing LLC

By: \_\_\_\_\_

Name:

Title:

**BUYER:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

**BUYER 2:**

[\_\_\_\_\_]

By: \_\_\_\_\_

Name:

Title:

## **Annex I**

### **Definitions**

The following terms and expressions shall have the following meanings:

**“1933 Act”** means the Securities Act of 1933, as amended, and the rules and regulations as promulgated thereunder.

**“365 Contracts”** means all Applicable Contracts and other executory contracts and unexpired leases to which a Seller is a party that relate to the Acquired Interests, in each case that may be assumed by one or more Sellers pursuant to Section 365 of the Bankruptcy Code.

**“365 Schedule”** is defined in Section 6.7(a).

**“Accounts Receivable Collections”** is defined in Section 10.12(c).

**“Accounts Receivable Setoff”** is defined in Section 10.12(b).

**“Acquired Interests”** is defined in Section 1.2.

**“Affiliate”** means, with respect to a Person, any other Person that, as of the relevant time for which the determination of affiliation is made, directly or indirectly controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, contract, voting trust, membership in management or in the group appointing or electing management or otherwise through formal or informal arrangements or business relationships.

**“Agent”** is defined in the recitals.

**“Agreement”** is defined in the preamble and includes all annexes, schedules and exhibits hereto, as well as all supplements, amendments and restatements hereof.

**“Allocated Value”** means the value allocated to the applicable Acquired Interest, if any, as agreed in good faith by Buyer and the Sellers.

**“Allowed Priority Tax Claim”** has the meaning set forth in the Plan.

**“Allowed Specified Administrative Expense Claims”** has the meaning set forth in the Plan.

**“Alternative Bidder”** is defined in Section 6.4(b).

**“Alternative Transaction”** means (a) any sale, transfer or other disposition of all or a material portion of the Acquired Interests or (b) any series of sales, transfers or other dispositions of any portion of the Acquired Interests that, when taken collectively, constitutes a disposition of all or a material portion of the Acquired Interests, in each case, to any Person or Persons other than Buyer.

**“Ancillary Documents”** means each Assignment, Bill of Sale and Conveyance, the Assignment and Assumption Agreement, the Office Assets Conveyance, the TSA, the Farmout Agreement, the ST 308 Performance Bond, the SEMS Bridging Agreement, the Assignment of Leases and Subleases, the Joint Operating Agreement Amendments, the JV Assignment Agreement, the Funding Agreement, the Release Document and any other agreement, document, instrument or certificate entered into or delivered pursuant to this Agreement.

**“Antitrust Law”** means, collectively, the HSR Act, Title 15 of the United States Code §§ 17 (the Sherman Act), Title 15 of the United States Code §§ 12-27 and Title 29 of the United States Code §§ 52-53, (the Clayton Act), the Federal Trade Commission Act (15 U.S.C. §§ 41, et seq.) and the rules and regulations promulgated thereunder and any other Laws that are designed or intended to prohibit, restrict or regulate actions having the purpose or effect of monopolization or restraint of trade or lessening of competition through merger or acquisition.

**“Apache PSA”** means that certain Purchase and Sale Agreement, dated as of July 18, 2013, by and among Apache Corporation, Apache Deepwater LLC, Apache Shelf, Inc., Apache Shelf Exploration LLC, GOM Shelf and Fieldwood, as amended from time to time, and the transaction documents executed in connection therewith.

**“Applicable Consent”** means any consent, waiver or approval that is required to be obtained from, or any notice that is required to be given to, any Third Person as a result of the assignment of the Acquired Interests by the Sellers to Buyer as contemplated by this Agreement (each, a **“Consent”**) that (a) relates to an Assigned Contract, which consent, waiver or approval would be required for such Assigned Contract to be assumed and assigned to Buyer, after giving effect to Sections 365(c)(1) and 365(f)(1) of the Bankruptcy Code or (b) that relates to any Acquired Interest other than an Assigned Contract, other than, in each case, (i) for Preferential Rights and (ii) any Governmental Approvals.

**“Applicable Contracts”** means (a) all Contracts (*provided that, for clarity, any “Operating Agreement” or “Joint Operating Agreement” identified on the 365 Schedule shall be deemed a Contract for purposes of this definition*) to which a Seller is a party or is bound to the extent covering, attributable to or relating to any of the Acquired Interests or to which any of the Acquired Interests is subject or bound, including, without limitation, operating agreements, crude oil, condensate and natural gas purchase and sale agreements, gathering agreements, transportation agreements, marketing, disposal or injection agreements, farmout and farmin agreements, unitization, pooling and communitization agreements, exploration agreements, development agreements, area of mutual interest agreements, exchange and processing contracts and agreements, partnership and joint venture agreements, confidentiality agreements and any other similar contracts, agreements and instruments, and all amendments thereto, and (b) all Easements.

**“Applicable Governmental Approval”** is defined in Section 2.4.

**“Applicable Shared Asset Interests”** means, with respect to each asset described on Schedule 1.2, the portion of the Sellers’ right, title, and interest in each such asset that corresponds to the portion of the Sellers’ right, title and interest in the Co-Owned Leases, the Co-Owned Subject Units and the Co-Owned Wells (collectively, the “Co-Owned Oil and Gas Properties”), as applicable, conveyed to Buyer under this Agreement.

“**AR Collections Period**” is defined in Section 10.12(b).

“**Assets**” is defined in Section 1.2.

“**Assigned 365 Contracts**” is defined in Section 6.7(a).

“**Assigned 365 Contracts List**” is defined in Section 6.7(a).

“**Assigned Contracts**” means (a) the Assigned 365 Contracts and (b) all Applicable Contracts that are not 365 Contracts (other than Excluded Assets), and any and all amendments, ratifications or extensions of the foregoing.

“**Assignment and Assumption Agreement**” means that Assignment and Assumption Agreement to be entered into at Closing by the parties thereto, in the form attached as **Exhibit I** hereto.

“**Assignment, Bill of Sale and Conveyance**” means that Bill of Sale, Assignment and Assumption Agreement to be entered into at Closing by the parties thereto in the form attached as **Exhibit G** hereto for the Co-Owned Assets and in the form attached as **Exhibit H** hereto for the Other Assets.

“**Assignment of Leases and Subleases**” means each Assignment and Assumption of Leases and Subleases to be entered into at Closing by the parties thereto for the Office Sublease, the Lafayette Lease Agreement, the Warehouse Lease and the Lubrizol Sublease, in the form attached as **Exhibit J** hereto.

“**Assumed Employee Plan**” is defined in Section 4.18(a).

“**Assumed Liabilities**” is defined in Section 11.1.

“**Avoidance Action**” means any avoidance, preference, recovery, claim, right or cause of action of any Seller arising under Chapter 5 of the Bankruptcy Code or under any analogous state or federal bankruptcy or non-bankruptcy laws.

“**Backstop Commitment Letter**” has the meaning set forth in the Plan.

“**Balance Sheet Date**” is defined in Section 4.27.

“**Bankruptcy Cases**” is defined in the recitals.

“**Bankruptcy Code**” is defined in the recitals.

“**Bankruptcy Court**” is defined in the recitals.

“**Bankruptcy Rules**” is defined in the recitals.

“**BOEM**” means the Bureau of Ocean Energy Management or any successor agency thereto.

**“BOEM Qualifications”** means the Person has received a GOM qualification number from BOEM, and is able to bid on, own and hold a lease on the Outer Continental Shelf, Gulf of Mexico region.

**“BSEE”** means the Bureau of Safety and Environmental Enforcement or any successor agency thereto.

**“Business Day”** means any day other than a Saturday, a Sunday or any other day on which banking institutions in, New York, New York or Houston, Texas, are required or authorized by Law or executive order to be closed.

**“Buyer”** is defined in the preamble.

**“Buyer 2”** is defined in the preamble.

**“Buyer Grandparent”** is defined in Section 5.11(b).

**“Buyer Grandparent Equity Interests”** is defined in Section 5.1(c).

**“Buyer Intermediate”** is defined in Section 5.1(b).

**“Buyer Obligation”** is defined in Section 2.1(c).

**“Buyer Parent”** is defined in Section 5.1(b).

**“Buyer Parent Debt”** is defined in Section 2.1(c).

**“Cash Portion”** means an amount in cash (which amount shall not exceed the proceeds of the Second Lien Exit Facility (as defined in the Plan) plus the proceeds of the Equity Rights Offering (as defined in the Plan) less \$100,000,000), equal to (a) the Effective Date Cash Obligations Amount, less (b) the Closing Cash Amount.

**“Casualty Event”** means (a) any fire, explosion, accident, earthquake, act of the public enemy, act of God or other similar event or occurrence that results in damage to or the destruction of any Acquired Interest and (b) any taking, or threatened taking, of any Acquired Interest by condemnation or under the right of eminent domain.

**“CERCLA”** is defined in the definition of Environmental Contaminants.

**“Claims”** means any and all claims, demands, Encumbrances, notices of non-compliance or violation, notices of Liability or potential Liability, investigations, incidents of non-compliance (INCs), actions (whether judicial, administrative or arbitrational), causes of action, suits, proceedings and controversies.

**“Closing”** means the consummation of the transactions contemplated in this Agreement.

**“Closing Accounts Receivable”** means all current assets of the Sellers as of the Effective Time that are included in the Working Capital Assets, other than such current assets attributable to the Acquired Interests.

**“Closing Accounts Receivables Statement”** is defined in Section 10.12(a).

**“Closing Cash Amount”** means the amount of cash in accounts of the Sellers as of immediately prior to the Effective Time, excluding all restricted cash (restricted cash includes, for the avoidance of doubt, all Suspense Funds, Excluded Suspense Funds, Prepaid JOA Funds, Excluded Prepaid JOA Funds, Undisbursed Revenue and Excluded Undisbursed Revenue), as determined in good faith by the Sellers and Buyer in accordance with GAAP.

**“Closing Date”** is defined in Section 9.1.

**“COBRA”** means Section 4980B of the Code and Sections 601 through 608 of ERISA.

**“Code”** means the Internal Revenue Code of 1986, as amended.

**“Company Group”** means any group of entities filing Tax Returns on an affiliated, combined, consolidated, unitary or similar basis for Tax purposes that, at any time on or before the Closing Date, includes or has included Fieldwood U.A. or Fieldwood Mexico or any of their respective Subsidiaries.

**“Confidential Information”** is defined in Section 10.5.

**“Confirmation Hearing”** means the hearing to be held by the Bankruptcy Court regarding confirmation of the Plan, as such hearing may be adjourned or continued from time to time.

**“Confirmation Order”** means an order of the Bankruptcy Court in form and substance, including with respect to (i) all findings of fact and conclusions of law and (ii) the matters described in Section 2.3 through Section 2.5, acceptable to Fieldwood and the Buyer, confirming the Plan and, without limitation to the generality of the foregoing, such Confirmation Order shall provide that the transfer of the Acquired Interests to Buyer shall be, pursuant to, inter alia, Sections 105, 363, 365, 1123(a)(5)(b), 1129, 1141 and 1146 of the Bankruptcy Code, free and clear of any and all Encumbrances (other than Permitted Encumbrances (except for the Fieldwood U.A. Interests and the JV Interests, which shall not have any Permitted Encumbrances)) and Retained Liabilities, which Confirmation Order shall be subject to the consent rights set forth in the Restructuring Support Agreement.

**“Confirmation Outside Date”** has the meaning set forth in the Plan.

**“Consent”** is defined in the definition of Applicable Consent.

**“Consenting Creditors”** has the meaning set forth in the Plan.

**“Consideration”** is defined in Section 2.1(a).

**“Contracts”** means any agreement, license, lease, sublease, sublicense, contract, promise, obligation, sale or purchase order, service order, indenture, note, bond, loan, mortgage, deed of trust, instrument, commitment or undertaking, including any exhibits, annexes, appendices or attachments thereto, and any amendments, modifications, supplements, extension or renewals thereto, but excluding, however (a) any Lease, easement (including the Easements), right-of-way



or other instrument, in each case, creating any oil and gas mineral interest or other real property interests and (b) any Permit.

**“Conveyed”** means conveyed, assigned, or sold pursuant to the Apache PSA, regardless of whether such conveyance, assignment, or bill of sale was recorded in the appropriate records of, or approved or recognized by, any applicable Governmental Authority.

**“Co-Owned Assets”** is defined in Section 1.2.

**“Co-Owned Assigned Contracts”** means the Assigned Contracts relating to any Co-Owned Lease, Co-Owned Subject Unit, Co-Owned Easement or Co-Owned Inventory.

**“Co-Owned Easements”** is defined in Section 1.2(c).

**“Co-Owned Field Assets”** means the Co-Owned Leases, Co-Owned Subject Units, Co-Owned Easements, Co-Owned Wells and Co-Owned Inventory.

**“Co-Owned Field Data”** is defined in Section 1.2(i).

**“Co-Owned Inventory”** is defined in Section 1.2(e).

**“Co-Owned Leases”** is defined in Section 1.2(a).

**“Co-Owned Records”** is defined in Section 1.2(j).

**“Co-Owned Scheduled Wells”** is defined in Section 1.2(d).

**“Co-Owned Subject Unit”** is defined in Section 1.2(b).

**“Co-Owned Subject Unit Agreement”** is defined in Section 1.2(b).

**“Co-Owned Wells”** is defined in Section 1.2(d).

**“Credit Agreement”** means that certain *Amended and Restated First Lien Credit Agreement*, dated as of April 11, 2018, by and among Fieldwood, as borrower, Fieldwood Energy Inc., as holdings, Cantor Fitzgerald Securities, as the administrative agent and collateral agent, the lenders party thereto, and the other parties thereto, as amended, restated, amended and restated, supplemented, or otherwise modified.

**“Credit Bid and Release”** is defined in Section 2.1(a)(1).

**“Credit Bid and Release New Equity Interests”** means the New Equity Interests being distributed to the holders of Allowed FLTL Secured Claims (as defined in the Plan) pursuant to the Plan.

**“Credit Bid and Release Rights”** means the Subscription Right (as defined in the Plan).

**“Cure Costs”** means, with respect to any given 365 Contract, all monetary liabilities, including pre-petition monetary liabilities, of the Sellers that must be paid or otherwise satisfied

to cure all of the Sellers' monetary defaults under such 365 Contract pursuant to Section 365 of the Bankruptcy Code in order for such 365 Contract to be assumed and assigned to Buyer (if applicable) as provided hereunder, as such amounts are determined by the Bankruptcy Court or approved pursuant to the assignment and assumption procedures provided for in the Plan, Confirmation Order, or herein.

***"D&O Indemnified Liabilities"*** is defined in Section 10.13(a).

***"D&O Indemnified Parties"*** is defined in Section 10.13(a).

***"Data Obligations"*** is defined in Section 4.25(i).

***"Debtors"*** is defined in the recitals.

***"Decommissioning"*** has the meaning ascribed to such term in the Decommissioning Agreement.

***"Decommissioning Agreement"*** means that Decommissioning Agreement, dated as of September 30, 2013, by and among Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, Apache Shelf Exploration LLC, Fieldwood and GOM Shelf, as amended.

***"Delayed Asset"*** is defined in Section 2.3(b).

***"Designation Deadline"*** is defined in Section 6.7(c).

***"DIP Facility Credit Agreement"*** means that certain *Senior Secured Debtor-in-Possession Term Loan Credit Agreement*, dated as of August 24, 2020, by and among Fieldwood, as borrower, Fieldwood Energy Inc., as holdings, Cantor Fitzgerald Securities, as the administrative agent and collateral agent, the lenders party thereto, and the other parties thereto, as amended, restated, amended and restated, supplemented, or otherwise modified from time to time.

***"Direction Letter"*** is defined in the recitals.

***"Disclosure Schedules"*** is defined in Section 12.15.

***"Disclosure Statement"*** means the Disclosure Statement For Joint Chapter 11 Plan Of Fieldwood Energy LLC And Its Affiliated Debtors, as may be amended, modified, or supplemented from time to time in form and substance acceptable to the Debtors, the Required DIP Lenders, and the Requisite FLTL Lenders.

***"Disclosure Statement Order"*** means an order of the Bankruptcy Court approving the Disclosure Statement.

***"Divisive Merger"*** has the meaning set forth in the Plan.

***"Divisive Merger Effective Time"*** means the effective time of the Divisive Merger.

***"Easements"*** means the Co-Owned Easements and Other Easements.

**“Effective Date”** means the **“Effective Date”** of the Plan.

**“Effective Date Cash Obligations”** means the Sellers’ obligations under the Confirmation Order, the Plan, the Plan of Merger and the transactions contemplated thereby and this Agreement, including, without limitation, collectively: (i) the DIP Claims (as defined in the Plan) and related fees and expenses as provided in Section 2.4 of the Plan, (ii) the FLFO Distribution Amount (as defined in the Plan), (iii) the Professional Fee Escrow Amount (as defined in the Plan), (iv) the Restructuring Expenses (as defined in the Plan), (v) any Allowed Postpetition Hedge Claims, (vi) any Cure Amounts (as defined in the Plan), (vii) any Allowed Administrative Expense Claims (as defined in the Plan) not otherwise included in the other subsections of this definition, (viii) any Allowed Priority Tax Claims (as defined in the Plan), (ix) any Allowed Priority Non-Tax Claims (as defined in the Plan), (x) any Allowed Other Secured Claims (as defined in the Plan), (xi) the Plan Administrator Expense Reserve Amount (as defined in the Plan), (xii) the FWE I Cash Amount (as defined in the Plan of Merger), (xiii) an amount for the initial capitalization of Fieldwood Energy III as determined by the Sellers and the Majority Backstop Parties (as defined in the Backstop Commitment Letter), (xiv) any cash distributions to holders of Allowed Unsecured Trade Claims (as defined in the Plan), (xv) any other amounts as agreed between the Sellers and the Required DIP Lenders (as defined in the Plan) and the Requisite FLTL Lenders (as defined in the Plan), (xvi) amounts due or to become due after the Closing pursuant to any Governmental Settlement Agreement and (xvii) the amounts of any Claims asserted prior to the Closing with respect to facts and circumstances existing prior to the Closing (except to the extent such amounts constitute general unsecured claims of the Sellers), including, but not limited to, Claims for personal injury or damage to third party property (but with respect to such Claims that are covered by insurance policies, including for the avoidance of doubt, such Claims for personal injury or damage to third party property, only to the extent of the applicable deductible or retention amount under the applicable insurance policies covering such Claims) and fines and penalties related thereto (except to the extent such Claims or related Liabilities (x) constitute Assumed Liabilities or (y) are satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order), in each case of clauses (i) through (xvii) solely to the extent not paid by the Sellers prior to Closing.

**“Effective Date Cash Obligations Amount”** means the amount of cash necessary to satisfy the Effective Date Cash Obligations, as determined in good faith by the Sellers and Buyer.

**“Effective Time”** is defined in Section 1.4.

**“Employee List”** is defined in Section 4.17(a).

**“Employee Plan”** is defined in Section 4.18(a).

**“Employee Severance”** is defined in Section 6.8(c).

**“Employment Agreements”** is defined in Section 6.22.

**“Encumbrance”** means any encumbrance, license, right of first refusal, mortgage, deed of trust, pledge, security interest, lien, privilege, charge of any kind (including any agreement to grant any of the foregoing), adverse claim of any kind, capital lease, conditional sale or title retention

agreement, lease or sublease in the nature thereof or the filing of or agreement to give any financing statement under the Uniform Commercial Code of any jurisdiction.

**“End Date”** is defined in Section 8.1(b)(i).

**“Environmental Contaminants”** means “hazardous substances” and “pollutants or contaminants” as those terms are defined in Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act (“**CERCLA**”), petroleum, including any fraction thereof, any “natural gas, natural liquids, liquefied natural gas, or synthetic gas usable for fuel” as those terms are used in Section 101 of CERCLA, any “solid or hazardous waste” as those terms are defined or used in the Resource Conservation and Recovery Act and any industrial or oil and gas wastes regulated by applicable rules of any relevant Governmental Authority. The term also includes NORM concentrated, disposed of, released from or present on any Field Assets or resulting from or in association with Hydrocarbon activities on any Field Assets.

**“Environmental Law”** means all applicable Laws (including the CERCLA, the Resource Conservation and Recovery Act, the Oil Pollution Act of 1990 and such other applicable Laws relating to the Release, management or disposal of Environmental Contaminants including oilfield waste, in each case as amended from time to time) relating to the protection of the environment or protection of human health (to the extent relating to exposure to Environmental Contaminants).

**“Equity Rights Offering”** has the meaning set forth in the Plan.

**“Equity Rights Offering New Equity Interests”** means the New Equity Interests issuable upon exercise of the Credit Bid and Release Rights in accordance with the Plan.

**“ERISA”** means the Employee Retirement Income Security Act of 1974, as amended.

**“ERISA Affiliate”** is defined in Section 4.18(a).

**“Excluded Assets”** is defined in Section 1.3.

**“Excluded Contracts”** is defined in Section 6.7(c).

**“Excluded Prepaid JOA Funds”** means any funds received by the Sellers (in their capacity as operator of any Excluded Assets) on account of working interest owners in Excluded Assets as prepayments for items under operating or other agreements.

**“Excluded Suspense Funds”** means those proceeds of production and associated penalties and interest in respect of any Excluded Assets or any Hydrocarbons produced from or attributable to any Excluded Assets that belong to one or more Third Persons and are being held in suspense by any Seller or any Affiliate thereof.

**“Excluded Undisbursed Revenue”** means those proceeds of production and associated penalties and interest in respect of any Excluded Assets or any Hydrocarbons produced from or attributable to any Excluded Assets that belong to one or more Third Persons and have been received by, and at the Closing are being held by, the Sellers on account of such Third Persons for disbursement to such Third Persons after the Closing.

**“Execution Date”** is defined in the preamble.

**“Existing D&O Indemnification Terms”** is defined in Section 10.13(a).

**“Farmout Agreement”** means that Farmout Agreement by and among Fieldwood Energy I, GOM Shelf and Buyer, in the form attached hereto as **Exhibit T**.

**“FCPA”** is defined in Section 4.26.

**“Field Assets”** means the Leases, Subject Units, Easements, Wells and Inventory.

**“Field Data”** means the Co-Owned Field Data and Other Field Data.

**“Fieldwood”** is defined in the preamble.

**“Fieldwood Energy I”** means a Texas limited liability company to be formed pursuant to the Plan of Merger under the name Fieldwood Energy I LLC (or such other name as may be substituted therefor in the final, as filed version of the Plan of Merger).

**“Fieldwood Energy I Closing Accounts Payable”** means, whether classified on the books and records of the Sellers as an account payable or otherwise, expenses of the Sellers incurred by any Seller as of the Effective Time but not yet paid as of the Effective Time and attributable to the FWE I Oil and Gas Properties and the GOM Shelf Oil and Gas Properties, including, without limitation:

(a) payables arising from the exploration of and production and sale of oil and gas from the FWE I Oil and Gas Properties and the GOM Shelf Oil and Gas Properties;

(b) payables to third parties on account of third party working interest owners to the extent that there is a corresponding joint interest billing receivable included in the Fieldwood Energy I Closing Accounts Receivable;

(c) obligations for Royalties in respect of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties payable on account of Hydrocarbons produced from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties and sold prior to and unpaid as of the Effective Time (*provided* that if a Royalty reporting, miscalculation, or underpayment claim is asserted after the Effective Time with respect to any Royalty paid prior to the Effective Time such claim or obligation shall not be deemed a Fieldwood Energy I Closing Accounts Payable except to the extent any such reporting, miscalculation, or underpayment claim (i) totals more than \$1,000,000, (ii) arises out of the willful misconduct of the person or persons performing such reporting, calculations, or payments as determined by a final, non-appealable judgment of a court or other tribunal having jurisdiction) and (iii) is asserted within three (3) years of the Closing Date;

(d) the GOM Shelf and FW GOM Pipeline Payables;

*provided*, that, Fieldwood Energy I Closing Accounts Payable shall exclude:



(i) obligations for FWE I Suspense Funds, Excluded Suspense Funds and Excluded Prepaid JOA Funds;

(ii) Interim Unpaid P&A Expenses;

(iii) obligations to pay Royalties on Hydrocarbons produced from FWE I Oil and Gas Properties or GOM Shelf Oil and Gas Properties and sold from and after the Effective Date;

(iv) payables to third parties on account of third party working interest owners other than those described in clause (b) above;

(v) any Royalty reporting, miscalculation, or underpayment claim in respect of the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties payable on account of Hydrocarbons produced from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties except as described in clause (c) above;

(vi) any fines or penalties levied or imposed by governmental authorities prior to the Effective Time with respect to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(vii) P&A Obligations and Decommissioning expenses; and

(viii) obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order.

**“Fieldwood Energy I Closing Accounts Receivable”** means all accounts, notes and other receivables of the Sellers attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties as of the Effective Time, including all accounts, notes and other receivables attributable to the sale of oil or gas produced and sold from the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties prior to or as of the Effective Time and joint interest billing receivables for expenses paid by the Sellers as of the Effective Time or for which a payable is included in the Fieldwood Energy I Closing Accounts Payable; *provided* “Fieldwood Energy I Closing Accounts Receivable” shall exclude the Specified Excluded Receivables.

**“Fieldwood Energy III”** means Fieldwood Energy III LLC, a Texas limited liability company.

**“Fieldwood Mexico”** means Fieldwood Mexico B.V., a Dutch private company.

**“Fieldwood U.A.”** means Fieldwood Coöperatief U.A.

**“Fieldwood U.A. Interests”** is defined in Section 1.2(nn).

**“Final Allocation”** is defined in Section 2.2.

**“Final Order”** means an order or judgment of the Bankruptcy Court or other court of competent jurisdiction with respect to the relevant subject matter which has: (a) not been reversed,



stayed, modified or amended, as to which the time to appeal, petition for certiorari or move for reargument, reconsideration or rehearing has expired and no appeal, petition for certiorari or motion for reargument, reconsideration or rehearing has been timely filed; or (b) as to which any appeal, petition for certiorari or motion for reargument, reconsideration or rehearing that has been or may be filed has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, reargument, reconsideration or rehearing was sought; *provided, however*, that the possibility that a motion under Rules 59 or 60 of the Federal Rules of Civil Procedure or any analogous Bankruptcy Rule (or any analogous rules applicable in such other court of competent jurisdiction) may be filed relating to such order or judgment shall not cause such order or judgment not to be a Final Order.

**“Financial Statements”** means (a) the consolidated quarterly financial statements (unaudited) of Sellers for the fiscal quarter ended September 30, 2020 and the elapsed portion of the fiscal year then ended and (b) the consolidated annual financial statements of Sellers for the year ended December 31, 2019.

**“Foreign Antitrust Approvals”** is defined in Section 6.5(a).

**“Fourth Amendment to Office Sublease”** is defined in the definition of Office Sublease.

**“Fraud”** means common law fraud and requires (a) a false representation with respect to a representation or warranty made by Sellers in Article IV or any certificate delivered by Sellers hereunder, (b) knowledge or belief that the representation was false when made, (c) with intent to induce, and (d) justifiable reliance upon the representation (it being acknowledged that each of Buyer and Buyer 2 has relied on each of the representations in Article IV and the certificates delivered hereunder).

**“Fundamental Representations”** means the representations and warranties set forth in Section 4.1, Section 4.2, Section 4.3(a), Section 4.4, Section 4.5, Section 4.31(a) and Section 4.31(f).

**“Funding Agreement”** means a Funding Agreement by and between Buyer and Fieldwood, in the form attached hereto as Exhibit W.

**“FW GOM Pipeline”** is defined in the preamble.

**“FWE I Assets”** has the meaning set forth in Part A of Schedule I to the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests and the Specified P&A Equipment.

**“FWE I Obligations”** has the meaning set forth in Part B of Schedule I to the Plan of Merger.

**“FWE I Oil and Gas Properties”** has the meaning set forth in Part A of Schedule I to the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests.

**“FWE I Suspense Funds”** means all funds held in suspense (i) by Fieldwood to the extent attributable to any of the FWE I Assets and (ii) by GOM Shelf, and any interest accrued in escrow accounts for such suspended funds.

**“GAAP”** means generally accepted accounting principles in the United States of America, consistently applied.

**“GOM Shelf”** is defined in the preamble.

**“GOM Shelf and FW GOM Pipeline Payables”** means the payables of GOM Shelf and FW GOM Pipeline as of the Effective Time (as determined consistent with the definition of Fieldwood Energy I Closing Accounts Payable).

**“GOM Shelf Oil and Gas Properties”** has the meaning set forth in the Plan of Merger as of the date hereof as reflected in the Plan of Merger as it exists on the date hereof but excluding the Specified Oil and Gas Interests.

**“Governmental Approval”** means any authorization, consent, approval, exemption, franchise, permit or license of, or filing with, or notice or any other action by, any relevant Governmental Authority.

**“Governmental Authority”** means any transnational, domestic or foreign governmental or quasi-governmental federal, state, provincial, county, city, regulatory or administrative authority or other political subdivision or any officer, department, bureau, agency, commission, court or other statutory or regulatory body or instrumentality thereof.

**“Governmental Settlement Agreement”** is defined in Section 6.17.

**“GUC Warrants”** has the meaning set forth in the Plan.

**“Hedges”** is defined in Section 1.2(gg).

**“HSR Act”** means the Hart-Scot-Rodino Antitrust Improvements Act of 1976, and the rules and regulations promulgated thereunder.

**“Hydrocarbons”** is defined in Section 1.2(f).

**“Imbalance”** means (a) any imbalance between (i) the quantity of Hydrocarbons produced from any well and allocated to a Person from time to time and (ii) the share of such production to which such Person is actually entitled by virtue of its ownership interest in such well or in the lease or unit under which such well is produced and (b) any imbalance between (i) the quantity of Hydrocarbons produced from any oil and gas asset and actually delivered from a Third Person pipeline and allocated to a Person from time to time and (ii) the share of such Hydrocarbons to which such Person is actually entitled to receive from such Third Person pipeline.

**“Implementation Agreement”** means that certain Apache Term Sheet Implementation Agreement dated January 1, 2021, by and between Fieldwood, GOM Shelf, Apache Corporation, Apache Shelf, Inc., Apache Deepwater LLC, and Apache Shelf Exploration LLC.

***“Indemnification Claim”*** is defined in Section 13.3(a).

***“Indemnified Party”*** means a Party entitled to indemnification under this Agreement, whether on behalf of itself or, with respect to the Sellers, any of the Seller Indemnified Parties.

***“Indemnifying Party”*** means a Party from whom indemnification is sought under this Agreement by an Indemnified Party.

***“Indemnitors”*** is defined in Section 10.13(b).

***“Initial Allocation”*** is defined in Section 2.2.

***“Intellectual Property”*** means any and all intellectual property rights or industrial property rights throughout the world, including all (a) national and multinational statutory invention registrations, patents and patent applications of any type issued or applied for in any jurisdiction, including all provisionals, divisions, continuations, continuations-in-part, reissues, extensions, re-examinations and the equivalents of any of the foregoing in any jurisdiction, and all inventions disclosed in each such registration, patent or patent application, (b) trademarks, service marks, trade dress, logos, brand names, certification marks, domain names, trade names, corporate names and other indications of origin, whether or not registered, in any jurisdiction, and all registrations and applications for registration of the foregoing in any jurisdiction, and all goodwill associated with the foregoing (collectively, ***“Trademarks”***), (c) copyrights (whether or not registered) and registrations and applications for registration thereof in any jurisdiction, including all derivative works, moral rights, renewals, extensions, reversions or restorations associated with such copyrights, regardless of the medium of fixation or means of expression, (d) trade secrets, information, data, specifications, processes, methods, know-how, formulae, techniques, schematics, drawings, blueprints, utility models, designs, technology, software, inventions, discoveries, ideas and improvements, including manufacturing information and processes, engineering and other manuals and drawings, standard operating procedures, flow diagrams, technical information, research records and similar data and information, (e) database rights, industrial designs and industrial property rights and (f) the right to assert, claim or sue and collect damages for the past, present or future infringement, misappropriation or other violation of any of the foregoing.

***“Interim Period”*** means the period from the Execution Date through and including the Closing Date.

***“Interim Unpaid P&A Expenses”*** means all incurred but unpaid expenses incurred by Fieldwood for Plugging and Abandonment costs and expenses on the FWE I Oil and Gas Properties between the filing on August 3, 2020, of the Bankruptcy Cases and the Divisive Merger Effective Time to the extent not paid as of the Divisive Merger Effective Time.

***“Inventory”*** means the Co-Owned Inventory and Other Inventory.

***“IRS”*** means the Internal Revenue Service of the United States.

***“Joint Operating Agreement Amendment”*** means the amendments to jointly owned properties operating agreements with respect to those Co-Owned Leases (or portion thereof) that

are not subject to any Assigned Contract that is a joint operating agreement or unit operating agreement with one or more Third Persons, in each case that is in form and substance acceptable to Buyer.

**“JV Assignment Agreement”** means the Assignment Agreements (or equivalent) and related instruments to be entered into at Closing by the parties thereto with respect to the transfer of the Fieldwood U.A. Interests and the JV Interests pursuant to this Agreement, in each case that is in form and substance acceptable to Buyer.

**“JV Interests”** is defined in Section 1.2(nn).

**“JV Shares”** is defined in Section 4.31(c).

**“Knowledge”** means (a) with respect to Buyer and Buyer 2, the actual knowledge of any executive officer of Buyer or Buyer 2, as applicable, and (b) with respect to the Sellers, the actual knowledge of Thomas Lamme, Mike Dane, William Swingle, Patrick Eiland and John Seeger.

**“Lafayette Lease Agreement”** means that certain Lease Agreement dated as of April 5, 2017, between Fieldwood and Ronnie White Custom Homes, L.L.C.

**“Law”** means all laws, constitutions, treaties, statutes, ordinances, rules, regulations, codes, orders, judgments, decrees, orders, writs, injunctions and decisions of any Governmental Authority, or having the effect of law in any applicable jurisdiction, including all principles of common law.

**“Lease Burdens”** means all royalties, overriding royalties, production payments, carried interests, net profits interests, reversionary interests and similar contractual burdens upon, payable out of or measured by Hydrocarbons produced from or allocated to a Lease; and all rentals, shut-in royalties, minimum royalties and bonus payments under a Lease.

**“Leases”** means the Co-Owned Leases and Other Leases.

**“Liability”** means any debt, Loss, obligation, duty, commitment, demand, responsibility, suit, judgment, undertaking, royalty, deficiency or obligation (including those arising out of any action, such as any settlement or compromise thereof or judgment or award therein), Claim or Encumbrance of any kind or nature whatsoever whether known or unknown, disclosed or undisclosed, expressed or implied, primary or secondary, direct or indirect, matured or unmatured, determined or indeterminable, disputed or undisputed, secured or unsecured, joint or several, asserted or unasserted, fixed, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, whether due or to become due, whether in contract, tort or otherwise, and whether or not required to be accrued on the financial statements of any entity or individual, including those arising under any Law, or imposed by any Governmental Authority or arbitrator of any kind.

**“Licensed Intellectual Property”** means any and all Intellectual Property (a) owned by a Third Person and licensed or sublicensed to a Seller or for which a Seller has obtained a covenant not to be sued, in each case, under an Assigned Contract and (b) related to the ownership or operation of the Acquired Interests.

“*Liquidating Trust*” means a liquidating or similar trust as may be established with respect to Sellers’ estates in conjunction with the Bankruptcy Cases.

“*Liquidating Trustee*” means the trustees or other representative of the Liquidating Trust.

“*Losses*” and “*Loss*” means any and all losses, judgments, damages, liabilities, injuries, costs, interest, taxes, settlements, penalties and fines or expenses (including any incidental, indirect or consequential damages, losses, liabilities or expenses, and any lost profits or diminution in value). As used herein, the term “*Losses*” includes reasonable attorneys’ fees and other costs and expenses of any Party entitled to defense or indemnity hereunder incident to (a) the investigation and defense of any Claim that results in litigation or the settlement of any Claim or (b) the enforcement of such defense or indemnity rights under this Agreement.

“*Lubrizol Sublease*” means that certain Sublease, dated December 22, 2018, by and between The Lubrizol Corporation, as sublandlord, and Fieldwood Energy LLC, as subtenant, for Suite 320 in the building known as One Briarlake Plaza and located at 2000 W. Sam Houston Parkway South, Houston, Texas, and that certain Consent to Sublease, effective as of January 29, 2019.

“*Material Adverse Effect*” means a result, event, occurrence, change, circumstance, development or consequence that, individually or in the aggregate, would reasonably be expected to (a) materially and adversely affect the value, condition (financial or otherwise) or results of operations of the Acquired Interests taken as a whole or (b) materially and adversely affect the ability of the Sellers to perform their obligations under this Agreement or the documents executed in connection herewith or consummate the transactions contemplated herein and therein; *provided*, that, with respect to clause (a) only, any result, event, occurrence, change, circumstance, development or consequence to the extent resulting from any of the following matters shall not be taken into account in determining whether a Material Adverse Effect has occurred: (i) changes in financial or securities markets generally; (ii) changes in general economic or political conditions in the United States or worldwide; (iii) changes in conditions or developments generally applicable to the oil and gas industry in the area where the Acquired Interests are located, including, but not limited to, changes in the market price of oil and natural gas; (iv) actions taken after the date of this Agreement as required by this Agreement or with the written consent of Buyer; (v) the commencement or pendency of the Bankruptcy Cases and any adverse effects resulting therefrom, (vi) entering into this Agreement or the announcement of the transactions contemplated hereby (provided, that this clause (vi) shall not be excluded with respect to the representations and warranties and related conditions contained in this Agreement that address the consequences of the execution, announcement or performance of this Agreement or the consummation of the transactions contemplated hereby); (vii) acts of God, including hurricanes, storms or other naturally occurring events; (viii) acts or failures to act of Governmental Authorities, except as a result of any action or inaction by or on behalf of the Sellers; **[(ix) matters expressly disclosed on any Exhibit or Annex to this Agreement or in the Disclosure Schedules]**; (x) any epidemic, pandemic or disease outbreak (including the COVID-19 virus) or hostilities, terrorist activities or war or any similar disorder and, in each case, governmental actions related thereto; (xi) matters that are cured or no longer exist by the earlier of Closing and the termination of this Agreement; (xii) any change in laws or in GAAP and any interpretations thereof from and after the Execution Date; (xiii) any reclassification or recalculation of reserves in the ordinary course of business; (xiv)



natural declines in well performance; (xv) the departure of officers or directors of the Sellers after the Execution Date; (xvi) any objections in the Bankruptcy Court to (A) this Agreement and the other Ancillary Documents and the transactions contemplated hereby and thereby, (B) the reorganization of any Seller and any related plan of reorganization or disclosure statement or (C) the Plan of Merger or transactions contemplated thereby; and (xvii) any order of the Bankruptcy Court (except any such order that would preclude or prohibit the Sellers from consummating the transactions contemplated by this Agreement) or any actions or omissions of the Sellers in compliance therewith; *provided*, that, with respect to clauses (i) through (iii), (vii), (viii), (x) and (xii) any such result, event, occurrence, change, circumstance, development or consequence shall not be disregarded to the extent that it has had a disproportionate effect on the Acquired Interests relative to similar oil and gas assets in the Gulf of Mexico held by other participants in the industries in which the Acquired Interests are operated.

**“Material Contract”** is defined in Section 4.14(a).

**“Mexico JV”** is defined in Section 1.2(nn).

**“Net Revenue Interest”** means, with respect to each Lease and Scheduled Well, the interest in and to all Hydrocarbons produced and saved from or attributable to such Lease or Scheduled Well, after giving effect to all valid Lease Burdens, carried interests, reversionary interests and other similar interests constituting burdens upon, measured by or payable out of Hydrocarbons produced and saved from or attributable to such Lease or Scheduled Well.

**“New Equity Interests”** has the meaning set forth in the Plan.

**“New Warrants”** has the meaning set forth in the Plan.

**“Non-Recourse Party”** is defined in Section 12.14.

**“Non-Transferred Asset”** is defined in Section 10.3(b).

**“NORM”** means naturally occurring radioactive material.

**“Notice”** is defined in Section 12.2.

**“NPA”** means that certain Non-Prosecution Agreement dated as of February 9, 2021, entered into between Fieldwood and the United States Attorney’s Office for the Eastern District of Louisiana.

**“Office Assets”** is defined in Section 1.2(dd).

**“Office Assets Conveyance”** means that Bill of Sale, Assignment and Assumption Agreement to be entered into at the Closing by the parties thereto, in the form attached as Exhibit K hereto.

**“Office Sublease”** means that certain Sublease Agreement, dated as of September 30, 2013, between Apache Corporation, as sublessor, and Fieldwood, as sublessee, for space in the building known as One BriarLake Plaza located at 2000 West Sam Houston Parkway South, Houston,



Texas, as amended by (i) First Amendment to Sublease Agreement, dated as of January 2, 2014, (ii) Second Amendment to Sublease Agreement, dated as of September 7, 2017, (iii) Third Amendment to Sublease Agreement, dated as of May 28, 2018, and (iv) Fourth Amendment to Sublease, dated as of \_\_\_\_\_, 2020 (the “**Fourth Amendment to Office Sublease**”).

“**Organizational Documents**” is defined in Section 4.31(b).

“**OSFR**” means Oil Spill Financial Responsibility.

“**Other Assets**” is defined in Section 1.2(n).

“**Other Assigned Contracts**” means all Assigned Contracts other than the Co-Owned Assigned Contracts.

“**Other Easements**” is defined in Section 1.2(q).

“**Other Field Assets**” means the Other Leases, Other Subject Units, Other Easements, Other Wells and Other Inventory.

“**Other Field Data**” is defined in Section 1.2(w).

“**Other Inventory**” is defined in Section 1.2(s).

“**Other Leases**” is defined in Section 1.2(o).

“**Other Records**” is defined in Section 1.2(x).

“**Other Scheduled Wells**” is defined in Section 1.2(r).

“**Other Subject Unit**” is defined in Section 1.2(p).

“**Other Subject Unit Agreement**” is defined in Section 1.2(p).

“**Other Wells**” is defined in Section 1.2(r).

“**Owned Intellectual Property**” means any and all Intellectual Property (except for Trademarks) (a) owned or purported to be owned by any Seller and (b) related to the ownership or operation of the Acquired Interests.

“**P&A Obligations**” means any and all obligations, liabilities, damages, losses, and claims arising out of or attributable to the payment or performance of all Plugging and Abandonment.

“**Parties**” and “**Party**” are defined in the preamble.

“**Permit**” means any permit, license, authorization, certificate, registration, franchise, exemptions, waiver, consent, approval or other similar rights or privileges granted by any Governmental Authority.

***“Permitted Encumbrances”*** means:

(a) easements, restrictive covenants, servitudes, permits, surface leases and other rights with respect to surface operations, and rights-of-way on, over or in respect of any of the Acquired Interests that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests and which are of a nature that would be reasonably acceptable to a prudent owner or operator of oil and gas properties;

(b) all applicable Laws and all rights reserved to or vested in any Governmental Authority: (1) to control or regulate the Assets in any manner, (2) by the terms of any right, power, franchise, grant, license or Permit issued by any Governmental Authority, or by any provision of applicable Law, to terminate such right, power, franchise, grant, license or permit or to purchase, condemn, expropriate or recapture or to designate a purchaser of any Asset; (3) to use such Asset in a manner which does not materially impair the use of such property for the purposes for which it is currently owned and operated; or (4) to enforce any obligations or duties affecting the Assets to any Governmental Authority with respect to any franchise, grant, license or permit, excluding in each case of clauses (1) through (4) any such rights or Laws resulting from any breach, default, violation or non-compliance with any Law or Permit;

(c) the terms, conditions, restrictions, exceptions, reservations, limitations and other matters (including dedications thereof) contained in (1) the Leases, (2) the Assigned Contracts, (3) the Preferential Rights disclosed on Schedule 4.8(a), and (4) the Easements, but excluding in each case of clauses (1) through (4) any such terms, conditions, restrictions, reservations, exceptions, limitations or other matters resulting from any breach, violation, default or non-compliance;

(d) Encumbrances for Taxes or assessments not yet due and payable or, if due and payable, those Taxes or assessments that are being contested in good faith by proceedings diligently conducted in the normal course of business and for which adequate reserves have been established in accordance with applicable accounting principles;

(e) mechanic's, materialmen's, carrier's, supplier's, vendor's, repairer's or other similar statutory Encumbrances arising in the ordinary course of business securing obligations that are (i) not yet delinquent or (ii) satisfied, settled, released or discharged pursuant to the Plan and Confirmation Order;

(f) utility easements, restrictive covenants, zoning, entitlement, building, subdivision and other similar restrictions that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests and which are of a nature that would be reasonably acceptable to a prudent owner or operator of offshore oil and gas properties;

(g) Encumbrances created by Buyer, Buyer 2 or any of their respective successors or assigns;

(h) any lessor's, operator's, working interest owner's or other inchoate or undetermined Encumbrance or charge (whether statutory or contractual) constituting or securing the payment of Lease Burdens or of expenses which were or will be incurred in the ordinary course

of business and incidental to the maintenance, development, production or operation of any Acquired Interest, to the extent the same are satisfied, settled, released or discharged pursuant to the Plan and Confirmation Order;

(i) Lease Burdens, division orders, carried interests, rights to recoupment, unitization, pooling, proration and spacing designations, orders and agreements, reversionary interests, rights to take in kind, and any other similar Encumbrance;

(j) any charge, equitable interest, privilege, lien, mortgage, deed of trust, production payment, option, pledge, collateral assignment, security interest, right of first refusal, restriction, encroachment, defect, or other arrangement substantially equivalent thereto, or other defect or irregularity of any kind, in each case, that will be permanently and fully extinguished with respect to the Acquired Interests pursuant to the Confirmation Order;

(k) all Governmental Approvals in connection with the conveyance of the Acquired Interests, if the same are permitted to be received after Closing and are customarily sought and received after Closing;

(l) such other defects or irregularities of title or encumbrances as Buyer or Buyer 2 may expressly waive in writing;

(m) any maintenance of uniform interest provision in a joint or unit operating agreement if waived by the party or parties having the right to enforce such provision;

(n) any Encumbrance affecting the Assets that is permanently and fully discharged by the Sellers at or prior to the Closing;

(o) non-exclusive licenses of, to or under any Intellectual Property granted in the ordinary course of business;

(p) rights of a common owner of any interest in rights-of-way, Permits or easements (including Easements) held by the Sellers and such common owner as tenants in common or through common ownership that, singularly or in the aggregate, do not prevent or materially interfere with the ownership, value or operation of the affected Acquired Interests;

(q) any matters set forth on Exhibit A or Exhibit C, all litigation and claims set forth on Schedule 4.6, and all Imbalances set forth on Schedule 4.15; and

(r) all depth restrictions or limitations applicable to any Acquired Interests to the extent set forth on Exhibit A or Exhibit C.

**“Person”** means any individual, corporation, limited liability company, partnership, trust, joint stock company, joint venture, association, unincorporated organization, Governmental Authority or any other form of entity.

**“Personal Information”** is defined in Section 4.25(i).

**“Petition Date”** means August 3, 2020.

**“Plan”** means the joint plan filed by the Debtors under chapter 11 of the Bankruptcy Code implementing the restructuring transactions, including the transaction contemplated in this Agreement, which plan shall be in substantially the same form and substance as the plan filed by the Debtors on January 1, 2021, at Docket No. 722 in the Bankruptcy Court, as may be amended, modified or supplemented by the Plan Supplement or otherwise from time to time in accordance with the Restructuring Support Agreement.

**“Plan of Merger”** means the form of Agreement and Plan of Merger of Fieldwood into Fieldwood Energy I and Fieldwood Energy III which is attached as Exhibit 5 to the Implementation Agreement.

**“Plan Supplement”** has the meaning set forth in the Plan.

**“Plugging and Abandonment”** and its derivatives mean all plugging, replugging, abandonment, re-plugging and re-abandonment, equipment removal, disposal, or restoration associated with the properties and assets included in or burdened by the FWE I Assets, including all plugging and abandonment, removal, dismantling, decommissioning, surface and subsurface restoration, site clearance, and disposal of the FWE I Oil and Gas Properties, well cellars, fixtures, platforms, caissons, flowlines, pipelines, structures, and personal property of whatever kind located on or under, related to, or associated with operations and activities conducted by whomever with respect to each of the FWE I Oil and Gas Properties, the flushing, pickling, burial, removal, and capping of all associated flowlines, field transmission and gathering lines, pit closures, the restoration of the surface, site clearance, any disposal of related waste materials and Environmental Contaminants and obligations to obtain plugging exceptions for any of the FWE I Oil and Gas Properties, with a current plugging exception, all in accordance with all applicable Laws, the terms and conditions of each of the FWE I Oil and Gas Properties, or similar leasehold interests, beneficial interests, easements and the FWE I Oil and Gas Properties.

**“Post-Closing Consent Period”** is defined in Section 2.3(d).

**“Post-Closing Tax Period”** means any taxable period beginning after the Closing Date and, with respect to a Straddle Period, the portion of such Straddle Period beginning after the Closing Date.

**“Pre-Closing Tax Period”** means any taxable period ending on or before the Closing Date and, with respect to a Straddle Period, the portion of such Straddle Period ending on and including the Closing Date.

**“Preferential Right”** means any preferential right to purchase, right of first refusal, right of first offer or similar right that is applicable to the Acquired Interests or the Assigned Contracts and the operation of which is triggered by the transactions contemplated in this Agreement.

**“Prepaid JOA Funds”** is defined in Section 10.2(b).

**“Production Taxes”** means any and all severance, production, gathering, Btu or gas, transportation, gross receipts, utility, excise and other similar taxes (other than Property-Related Taxes, Transfer Taxes and taxes based on or measured by income or gross or net worth) relating

to the production, gathering or transportation of Hydrocarbons, or increases therein, and any interest or penalties thereon.

**“Property-Related Taxes”** means any and all ad valorem, property, generation, conversion, privilege, consumption, lease, transaction and other taxes, franchise fees, governmental charges or fees, licenses, fees, permits and assessments, or increases therein, and any interest or penalties thereon.

**“Records”** means the Co-Owned Records and Other Records.

**“Release”** means any release, disposal, spilling, leaking, pouring, emission, emptying, discharge, injection, escape, transmission, leaching or dumping, or any threatened release, of any Environmental Contaminants from, or related in any way to the use, ownership or operation of, the Acquired Interests.

**“Release Document”** means a Credit Bid and Release Agreement in the form attached hereto as **Exhibit S**.

**“Remaining Accounts”** is defined in Section 10.12(d).

**“Representatives”** means, with respect to a Person, the directors, managers, shareholders, members, partners, officers, employees, consultants, advisors, agents or other representatives, including legal counsel, accountants, investment bankers and financial advisors of (i) such Person, (ii) such Person’s Affiliates, (iii) the successors and assigns of such Person and (iv) the successors and assigns of such Person’s Affiliates.

**“Required Consent”** is defined in Section 2.3(b).

**“Restructuring Support Agreement”** means that certain *Restructuring Support Agreement*, dated as of August 4, 2020, by and among Fieldwood, certain of its affiliates specified therein, the Consenting Creditors, and Apache Corporation, as the same may be amended, restated, or otherwise modified in accordance with its terms.

**“Retained Liabilities”** is defined in Section 11.2.

**“Royalties”** means all minimum royalties, shut-in payments, royalties, overriding royalties, reversionary interests, net profits interests, production payments, carried interests, non-participating royalty interests, reversionary interests, and other royalty burdens and other interests payable out of production of Hydrocarbons from or allocated to the FWE I Oil and Gas Properties, the GOM Shelf Oil and Gas Properties, or the proceeds thereof to third parties.

**“RUE”** is defined in Section 10.14.

**“Section 6.8 Employee”** means each of those employees of Sellers specified on **[insert reference to email of counsel]**.

**“Scheduled Wells”** means the Co-Owned Scheduled Wells and Other Scheduled Wells.

“**Seller**” and “**Sellers**” is defined in the preamble.

“**Seller Employees**” is defined in Section 4.17(a).

“**Seller Indemnified Parties**” is defined in Section 13.2.

“**Seller IT Assets**” means any and all computers, networks, systems, printers, software, firmware, middleware, servers, workstations, routers, hubs, switches, data communications lines, and all other information technology equipment, and all associated documentation, owned or purported to be owned by any Seller.

“**Seller Marks**” mean Trademarks owned by any Seller, including “Fieldwood,” and any variations thereof.

“**Seller Related Parties**” is defined in Section 4.24.

“**SEMS Bridging Agreement**” means that Bridging Agreement by and among Buyer, Fieldwood Energy I and GOM Shelf, in the form attached hereto as **Exhibit Q**.

“**Specified Excluded Receivables**” means each of the following:

(a) all deposits with third parties, escrow accounts, guarantees, letters of credit, treasury securities and insurance policies, in each case to the extent relating to the FWE I Assets and surety bonds, all OSFR coverage (whether consisting of one or more insurance policies) and other forms of credit assurances or credit support provided by a third party for the benefit of the Sellers, in each case to the extent for financial assurance for the obligations and liabilities arising out of or related to the FWE I Assets, the GOM Shelf Oil and Gas Properties or GOM Shelf, including the P&A Obligations arising out of or related to the FWE I Assets or the GOM Shelf Oil and Gas Properties, including those items listed on **Exhibit U**;

(b) instruments and general intangibles (as such terms are defined in the Uniform Commercial Code of the applicable jurisdictions in which the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties to which such assets relate are located) and other economic benefits in each case attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties (excluding any accounts, notes or other receivables attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties or of GOM Shelf); *provided*, that nothing in this clause (b) shall be interpreted to limit the scope of Fieldwood Energy I Closing Accounts Receivable;

(c) claims of indemnity, contribution, or reimbursement of the Sellers or of GOM Shelf, in each case, relating to the FWE I Obligations or obligations of GOM Shelf;

(d) receivables of the Sellers for imbalances attributable to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(e) rights to insurance proceeds or other claims of recovery, indemnity, contribution, or reimbursement of the Sellers attributable to the FWE I Assets or the GOM Shelf



Oil and Gas Properties due to casualty or other damage or destruction of or to the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties;

(f) cash in the amount of advance payments on account of third party working interest owners in the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties, to the extent such cash amounts are associated with FWE I Obligations; and

(g) rights to receive and collect cash and advance payments, in each case pursuant to cash calls associated with the FWE I Oil and Gas Properties or the GOM Shelf Oil and Gas Properties to the extent such cash and advance payments are associated with FWE I Obligations.

***“Specified Oil and Gas Interests”*** means the assets listed on **Exhibit Y**.

***“Specified P&A Equipment”*** means the equipment listed on **Exhibit Z**.

***“Specified Section 6.10 Contract(s)”*** means those certain contracts and/or agreements specified on **[insert reference to email of counsel]**.

***“ST 308 Performance Bond”*** means that ST 308 Performance Bond to be entered into by and among Buyer, Apache Corporation and the surety named therein, a form of which is attached as **Exhibit R** hereto.

***“Straddle Period”*** means any taxable period beginning on or prior to the Closing Date and ending after the Closing Date.

***“Subject Unit Agreement”*** means the Co-Owned Subject Unit Agreements and Other Subject Unit Agreements.

***“Subject Units”*** means the Co-Owned Subject Units and Other Subject Units.

***“Subsidiary”*** means, with respect to any Person, any entity of which such first Person (either alone or through or together with any other Person pursuant to any contract) (a) owns, directly or indirectly, securities or other ownership interests having ordinary voting power to elect a majority of the board of directors or other governing body of such corporation, partnership, limited liability company, joint venture or other entity or other persons performing similar functions or (b) acts as the managing member or general partner of such other Person that is a partnership, limited liability company, joint venture or other entity.

***“Suspense Funds”*** means those proceeds of production and associated penalties and interest in respect of any Field Assets or any Hydrocarbons produced from or attributable to any Field Assets that belong to one or more Third Persons and are being held in suspense by any Seller or any Affiliate thereof.

***“Tail Policy”*** means the directors and officers insurance policies of the Sellers, including that certain policy issued by Sompco International (Endurance American Insurance Company), Policy Number BLP300011112000, and each additional layer of directors and officers insurance held by the Sellers.

**“Tax”** means (i) all U.S. federal, state, local or non-U.S. taxes, including all income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, environmental, customs duties, capital stock, ad valorem, value added, inventory, franchise, profits, withholding, windfall profit, social security, surcharge, impost, unemployment, disability, health, real property, personal property, mortgage, production, sales, use, occupancy, transfer, registration, alternative or add-on minimum, estimated or other similar tax of any kind whatsoever or any assessment, duty, levy, fee or charge of any kind in the nature of (or similar to) taxes imposed by any Governmental Authority, and including any interest, penalty, or addition thereto, (ii) any liability for the payment of any amounts of the type described in clause (i) as a result of any obligation to indemnify or otherwise assume or succeed to the liability of any other person, including as a transferee or successor, whether imposed by Law or Contract and (iii) in the case of Fieldwood U.A. and Fieldwood Mexico or any of their respective Subsidiaries, any liability for the payment of amounts determined by reference to amounts described in clauses (i) and (ii) as a result of being or having been a member of any Company Group (including, in each case, for any Tax purposes or by operation of Law), as a result of any obligation under any agreement or arrangement (including any Tax Sharing Agreement), as a result of being a transferee or successor, or by Contract.

**“Tax Return”** means any return, claim for refund, declaration, disclosure, election, report, statement, information return or other similar document (including any related or supporting information, amendments, schedule or supplements of any of the foregoing) filed or required to be filed with any Governmental Authority with respect to Taxes.

**“Tax Sharing Agreement”** means any agreement or arrangement, including any Tax sharing, allocation, indemnification, reimbursement, receivables or similar agreement entered into prior to the Closing binding Fieldwood U.A. or Fieldwood Mexico or any of their respective Subsidiaries that provides for the allocation, apportionment, sharing or assignment of any Tax liability or Tax benefit, or the transfer or assignment of income, revenues, receipts, or gains for the purpose of determining any Person’s Tax liability (other than any customary commercial contract entered into in the ordinary course of business the principal subject matter of which is not Taxes).

**“Third Person”** means any Person other than the Sellers, Buyer or Buyer 2.

**“Toggle Date”** has the meaning set forth in the Plan.

**“Trademarks”** is defined in the definition of Intellectual Property.

**“Transfer Documents”** means each Assignment, Bill of Sale and Conveyance, the Assignment and Assumption Agreement, the Office Assets Conveyance, the Assignment of Leases and Subleases and each JV Assignment Agreement.

**“Transfer Taxes”** means any sales, use, goods and services, value added, stock, stamp, document, filing, recording, registration and similar tax or charge (including any interest or penalties thereon and the cost of preparing any Tax Returns with respect thereto).

**“Transferred Employee”** is defined in Section 6.8(a).

**“Transferred Intellectual Property”** means the Owned Intellectual Property and Licensed Intellectual Property.

**“Trust Agreement”** means that certain Trust Agreement dated September 30, 2013 by and among Fieldwood and GOM Shelf, as Settlers and Primary Beneficiaries, and Apache Corporation, Apache Shelf, Inc., Apache Deep Water LLC and Apache Shelf Exploration LLC, as Secondary Beneficiaries, as amended.

**“TSA”** means that Transition Services Agreement to be entered into by Buyer, Fieldwood Energy I and GOM Shelf in the form attached as **Exhibit P** hereto.

**“Undisbursed Revenue”** means those proceeds of production and associated penalties and interest in respect of any Field Assets or any Hydrocarbons produced from or attributable to any Field Assets that belong to one or more Third Persons and have been received by, and at the Closing are being held by, the Sellers on account of such Third Persons for disbursement to such Third Persons after the Closing.

**“Unit”** means a unit for the production and operation of a Hydrocarbon well created by the pooling, unitization or communitization, whether voluntary or governmental, of any or all portions of any Leases and the lands covered thereby with other oil and gas leases or lands.

**“Warehouse Lease”** means that certain Lease dated as of November 15, 2019, by and between Cheyenne Services, LLC, as lessor, and Fieldwood Energy LLC, as lessee, for leased premises located at 108 Galbert Rd., Lafayette, LA, as amended by (i) First Amendment to Lease, executed April 26, 2020 and (ii) Second Amendment to Lease, executed November 10, 2020.

**“Wells”** means the Co-Owned Wells and Other Wells.

**“Working Capital Assets”** means, without duplication, (a) the current assets of the Sellers as of immediately prior to the Effective Time; *provided* that this clause (a) shall include only the types of current assets set forth as line items under the header “Current Assets” on **Exhibit X**, excluding the Specified Excluded Receivables, and (b) the Fieldwood Energy I Closing Accounts Receivable. For the avoidance of doubt, Working Capital Assets shall not include any cash, including Suspense Funds, Undisbursed Revenue and Prepaid JOA Funds.

**“Working Capital Liabilities”** means, without duplication, (a) the current liabilities of the Sellers as of immediately prior to the Effective Time; *provided* that this clause (a) shall include only the types of current liabilities set forth as line items under the header “Current Liabilities” on **Exhibit X**, excluding any prepetition accounts, Interim Unpaid P&A Expenses, obligations for FWE I Suspense Funds, Excluded Suspense Funds or Excluded Prepaid JOA Funds, P&A Obligations and Decommissioning expenses or any obligations satisfied, compromised (to the extent compromised), settled, released or discharged pursuant to the Plan and Confirmation Order, and (b) the Fieldwood Energy I Closing Accounts Payable; *provided, further*, that in no event shall Working Capital Liabilities include Effective Date Cash Obligations.

**“Working Interest”** means, with respect to each Lease and Scheduled Well, the interest that represents the ownership of the oil and gas leasehold estate created by such Lease or Scheduled

Well and that is burdened with the obligation to bear and pay costs of operations on or in respect of such Lease or Scheduled Well.

[End of Annex I]

*Draft 3/15/2021*

**EXHIBITS AND SCHEDULES**  
**to the**  
**PURCHASE AND SALE AGREEMENT**  
**AMONG**  
**FIELDWOOD ENERGY LLC**  
**AND**  
**ITS AFFILIATES SIGNATORY HERETO**  
**AS SELLERS**  
**AND**  
[\_\_\_\_\_] **AS BUYER**  
**AND**  
[\_\_\_\_\_] **AS BUYER 2**  
**DATED**  
[\_\_\_\_\_] [\_\_\_\_], 2021

## **EXHIBIT LIST**

<b><u>Exhibit</u></b>	<b><u>Title</u></b>
EXHIBIT A	Leases
EXHIBIT B	Easements
EXHIBIT C	Scheduled Wells
EXHIBIT D	Platforms and Facilities
EXHIBIT D-1	Inventory
EXHIBIT E	Permits
EXHIBIT F	Seismic Data
EXHIBIT G	Form of Assignment, Bill of Sale and Conveyance for Co-Owned Assets
EXHIBIT H	Form of Assignment, Bill of Sale and Conveyance for Other Assets
EXHIBIT I	Form of Assignment and Assumption Agreement
EXHIBIT J	Form of Assignment of Leases and Subleases
EXHIBIT K	Form of Office Assets Conveyance
EXHIBIT L	[Reserved]
EXHIBIT M	[Reserved]
EXHIBIT N	[Reserved]
EXHIBIT O	[Reserved]
EXHIBIT P	Form of Transition Services Agreement
EXHIBIT Q	Form of SEMS Bridging Agreement
EXHIBIT R	Form of ST 308 Performance Bond
EXHIBIT S	Form of Release Document
EXHIBIT T	Form of Farmout Agreement
EXHIBIT U	[Reserved]
EXHIBIT V	[Reserved]
EXHIBIT W	Form of Funding Agreement
EXHIBIT X	Working Capital
EXHIBIT X-1	Working Capital Estimate
EXHIBIT Y	Specified Oil and Gas Interests



EXHIBIT Z Specified P&A Equipment

**SCHEDULE LIST**

<b><u>Schedule</u></b>	<b><u>Title</u></b>
Schedule 1.2	Applicable Shared Asset Interests
Schedule 1.3(d)	Scheduled Exclusions
Schedule 4.6	Litigation
Schedule 4.7	Governmental Approvals
Schedule 4.8(a)	Preferential Rights
Schedule 4.8(b)	Applicable Consents
Schedule 4.9	Taxes
Schedule 4.9(p)	Entity Classifications
Schedule 4.12	Environmental Matters
Schedule 4.13	Payments
Schedule 4.14	Material Contracts
Schedule 4.14(c)	Leases and Easements
Schedule 4.15	Imbalances
Schedule 4.16(a)	AFEs
Schedule 4.16(b)	Cash Calls
Schedule 4.18	Employee Benefits
Schedule 4.19	Non-Consent Operations
Schedule 4.20	Suspense Funds
Schedule 4.21	Payout Balances
Schedule 4.22	Title Matters
Schedule 4.22(d)	Owned Real Property
Schedule 4.23	Insurance
Schedule 4.24	Related Party Transactions
Schedule 4.25(a)	Owned Intellectual Property
Schedule 4.27	Material Liabilities
Schedule 4.28(b)	Absence of Certain Changes

<b><u>Schedule</u></b>	<b><u>Title</u></b>
Schedule 4.31(c)	Equity Interests of Fieldwood Mexico and Subsidiaries
Schedule 4.31(d)	Fieldwood U.A. Interests
Schedule 4.31(f)	Fieldwood U.A. Liabilities
Schedule 5.1(c)	Buyer Grandparent Equity Interests
Schedule 5.7	Buyer Governmental and Third Person Consents
Schedule 5.9	Lease Bonds, Area-Wide Bonds, Surety Bonds and Insurance Policies
Schedule 6.1(a)	Sellers' Required Operations
Schedule 6.1(b)	Sellers' Disallowed Operations
Schedule 6.7(g)	Required Assigned 365 Contracts
Schedule 6.22	Seller Employees
Schedule 7.3(i)	Required Novations
Schedule 7.3(l)	Required Governmental Approvals
Schedule 10.13(a)	Existing D&O Indemnification Terms
Schedule 10.13(e)	D&O Indemnified Parties
Schedule 10.14	Right of Use Easements (RUEs)
	[End of List of Exhibits and Schedules]

**Exhibit A**  
**Leases<sup>1</sup>**

**Part 1. Co-Owned Leases**

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 32 (S/2)	OCS-00174	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in S/2 of Block 32, Grand Isle Area, from 12,756' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in S/2 of Block 32, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 39 (E/2)	OCS-00126	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in W/2 of Block 39, Grand Isle Area, from 12,256' TVDSS to 18,000' TVDSS	
					BP E&P	25% operating rights in W/2 of Block 39, Grand Isle Area, from 18,000' feet TVDS to 99,999' TVDS	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 39 (W/2)	OCS-00127	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in W/2 of Block 39, Grand Isle Area, from 12,256' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in W/2 of Block 39, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 40	OCS-00128	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 40, Grand Isle Area, from 12,469' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 40, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	

<sup>1</sup> The references in this Exhibit A to Field, Seller, Operator, Interest in Lease and Lease Status are not intended to limit in any way the scope of any Assigned Interests or who is a Seller with respect to any Lease.

<sup>2</sup> Unless otherwise indicated on this exhibit, no operating rights for any OCS lease that is listed in either table of this exhibit as to which a Seller is listed as having a record title interest have been severed from the record title for such lease.

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Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>		Lease Status
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 41 (E/2)	OCS-00129	Federal	FEO	GOM Shelf	25% record title		UNIT
					GOM Shelf	25% operating rights in E/2 of Block 41, Grand Isle Area, from 14,123' TVDSS to 18,000' subsea (TVDS)		
					BP E&P	25% operating rights in E/2 of Block 41, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)		
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 41 (W/2)	OCS-00130	Federal	FEO	GOM Shelf	25% record title		UNIT
					GOM Shelf	25% operating rights in W/2 of Block 41, Grand Isle Area, from 14,123' TVDSS to 18,000' subsea (TVDS)		
					BP E&P	25% operating rights in W/2 of Block 41, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)		
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 42	OCS-00131	Federal	FEO	GOM Shelf	25% record title		UNIT
					GOM Shelf	25% operating rights in all of Block 42, Grand Isle Area, from 12,504' TVDSS to 18,000' subsea (TVDS)		
					BP E&P	25% operating rights in all of Block 42, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)		
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 43	OCS-00175	Federal	FEO	GOM Shelf	25% record title		UNIT
					GOM Shelf	25% operating rights in all of Block 43, Grand Isle Area, from 12,830' TVDSS to 18,000' subsea (TVDS)		
					BP E&P	25% operating rights in all of Block 43, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)		
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 44 (N/2)	OCS-00176	Federal	FEO	GOM Shelf	25% record title		UNIT
					GOM Shelf	25% operating rights in N/2 of Block 44, Grand Isle Area, from 13,102' TVDSS to 18,000' subsea (TVDS)		
					BP E&P	25% operating rights in N/2 of Block 44, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)		

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>		Lease Status
						25% record title	25% record title	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 46	OCS-00132	Federal	FEO	GOM Shelf	25% operating rights in all of Block 46, Grand Isle Area, from 12,792' TVDSS to 18,000' subsea (TVDS)	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 46, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)		
					BP E&P			
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 47	OCS-00133	Federal	FEO	GOM Shelf	25% operating rights in all of Block 47, Grand Isle Area, from 15,742' TVDSS to 18,000' subsea (TVDS)	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 47, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)		
					BP E&P			
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 48	OCS-00134	Federal	FEO	GOM Shelf	25% operating rights in all of Block 48, Grand Isle Area, from 16,812' TVDSS to 18,000' subsea (TVDS)	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 48, Grand Isle Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)		
					BP E&P			
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	GI 52 (N/2)	OCS-00177	Federal	FEO	GOM Shelf	25% operating rights in N/2 of Block 52, Grand Isle Area, as to all depths below 17,651 feet TVDSS down to 99,999 feet TVDSS	25% record title	UNIT
					BP E&P			
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 67 (S/2)	OCS-00179	Federal	FEO	GOM Shelf	25% operating rights in S/2 of Block 67, West Delta Area, from 11,650' TVDSS to 18,000' subsea (TVDS)	25% record title	UNIT
					GOM Shelf	25% operating rights in S/2 of Block 67, West Delta Area, as to depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)		
					BP E&P			
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 68 (S/2)	OCS-00180	Federal	FEO	GOM Shelf	25% operating rights in S/2 of Block 68, West Delta Area, from 13,225' TVDSS to 18,000' subsea (TVDS)	25% record title	UNIT
					GOM Shelf	25% operating rights in S/2 of Block 68, West Delta Area, as to depths below 18,000' subsea (TVDS) to 99,999' subsea (TVDS)		
					BP E&P			

Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>	Lease Status
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 69	OCS-00181	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 69, West Delta Area, from 13,102' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 69, West Delta Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 70	OCS-00182	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 70, West Delta Area, from 13,182' TVDSS to 18,000' subsea (TVDS)	
					BP E&P	25% operating rights in all of Block 70, West Delta Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 71	OCS-00838	Federal	FEO	GOM Shelf	25% record title	UNIT
					GOM Shelf	25% operating rights in all of Block 71, West Delta Area, from 13,357' TVDSS to 18,000' SSTVD	
					BP E&P	25% operating rights in all of Block 71, West Delta Area, as to depths below 18,000 feet subsea (TVDS) to 99,999 feet subsea (TVDS)	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 94	OCS-00839	Federal	FEO	GOM Shelf	25% record title	PROD
						25% operating rights in all of Block 94, West Delta Area, from 13,159' SSTVD to 99,999' SSTVD	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 95	OCS-G 01497	Federal	FEO	GOM Shelf	25% record title	PROD
						25% operating rights in the S1/2SE1/4; S1/2N1/2SE1/4; SE1/4SW1/4; S1/2SW1/4SW1/4 of Block 95, West Delta Area, from the surface of the earth down to and including 7,369 feet subsea	
						25% operating rights in N1/2; N1/2N1/2SE1/4; N1/2SW1/4; N1/2SW1/4SW1/4 of Block 95, West Delta Area, from 13,601' SSTVD to 99,999' SSTVD	
Grand Isle 43 (GI32-52/ WD67-71, 94-96)	WD 96	OCS-G 01498	Federal	FEO	GOM Shelf	25% record title	PROD
					GOM Shelf	25% operating rights in all of Block 96, West Delta Area, from 13,399' TVDSS to 18,000' SSTVD	
					BP E&P	25% operating rights in all of Block 96, West Delta Area, from 18,000' TVDSS to 99,999' TVDSS	
Grand Isle 110/116	GI 110	OCS-G 13943	Federal	FEO	Fieldwood	50% record title	UNIT



Field	Block	Lease	Type	Seller	Operator	Interest in Lease <sup>2</sup>		Lease Status
						50% record title	50% operating rights as to depths from 19,402' SSTVD to 99,999' SSTVD	
Grand Isle 110/116	GI 116	OCS-G 13944	Federal	FEO	Fieldwood	8.33334% record title	50% operating rights in all of Block 110, Mississippi Canyon, from 6,688' TVDSS to 99,999' TVDSS	UNIT
Mississippi Canyon 109	MC 110	OCS-G 18192	Federal	FEO	Fieldwood	8.33334% record title	8.33334% operating rights in all of Block 110, Mississippi Canyon, from 6,688' TVDSS to 99,999' TVDSS	PROD
South Marsh Is. 39	SM 48	OCS-00786	Federal	Fieldwood	Fieldwood	3.0% ORRI as to production from the OCS 786 E002 ST1 well (API No. 17-707-20028-01), OCS 786 E003 ST1 BP1 well (API No. 17-707-20033-02), OCS 786 E004 ST1 well (API No. 17-707-20040-01) and OCS 786 E007 well (API No. 17-707-40923-00) <sup>3</sup>		PROD
South Marsh Is. 40/41/44	SM 41	OCS-G 011192	Federal	FEO	FEO (in part) and Sanare Energy Partners, LLC (in part)	100.0% operating rights in E1/2 of Block 41, South Marsh Island Area, from the surface of the earth down to 11,500' TVD		PROD
South Marsh Is. 136/137/149/150	SM 149	OCS-G 02592	Federal	FEO	Fieldwood	50% record title	4.2% ORRI as to production from the South Marsh Island 149 #D001 well (API 177084094401)	PROD
						50% operating rights in all of Block 149, South Marsh Island Area, South Addition, from 7,386' SSTVD to 99,999' SSTVD		
South Pass 60	SP 61	OCS-G 01609	Federal	FEO	Fieldwood	18.8% ORRI <sup>4</sup>	50% record title	UNIT
South Timbalier 53/67/68	ST 53	OCS-G 04000	Federal	FEO	Fieldwood	50% operating rights in all of Block 53, South Timbalier Area, from the surface to 6,782' SSTVD	50% record title	PROD
						50% operating rights in all of Block 53, South Timbalier Area, from 6,782' SSTVD to 99,999' SSTVD.		
South Timbalier 53/67/68	ST 67	OCS-00020	Federal	Dynamic Offshore Resources NS	Fieldwood	20.334% contractual working interest in all of Block 67, South Timbalier Area		UNIT

<sup>3</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

<sup>4</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

**Part 2. Other Leases**

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Breton Sound 25	BS 25 (portion)	19718	SL- LA	FEO	--	25% working interest	Active
Breton Sound 25	BS 25 (portion)	OCS-G 31442	Federal	FEO	Tana Exploration	25% record title	UNIT
Breton Sound 52/53 Fed / SL La	BS 45 (portion)	15683	SL- LA	FEO	-	37.5% working interest in that portion of the lease within the boundary of the UV B RA VUA from the depths between 10,596' MD and 10,822' MD in the electric log for the Century - SL 17675 #1 well	Active
Breton Sound 52/53 Fed / SL La	BS 52 (portion)	17675	SL- LA	FEO	-	37.5% working interest in that portion of the lease within the boundary of the UV B RA VUA from the depths between 10,596' MD and 10,822' MD in the electric log for the Century - SL 17675 #1 well	Active
Breton Sound 52/53 Fed / SL La	BS 52 (portion)	17860	SL- LA	FEO	-	15% working interest from the base of the UV3 B1 Sand and below within the confines of the VUC 387.59 acres	Active
East Cameron 345	EC 345	OCS-G 15156	Federal	FEO	Talos ERT LLC	0.8% ORRI	PROD
Green Canyon 64/65/108/109/243	GC 243	OCS-G 20051	Federal	FEO	Hess (in part) and Walter (in part)	4.655% ORRI insofar as the lease covers (i) the NW1/4SW/4 and S/2S/2 of Block 243, Green Canyon, from the surface to a total vertical depth of 20,500' subsea and (ii) the N1/2, NE1/4SW1/4 and N1/2SE1/4 of Block 243, Green Canyon, from the surface to a total vertical depth of 24,000' subsea (other than for the well specified below)  3.92% ORRI in the Green Canyon 243 SS 005 ST01 BP00 (API #608114045701), increasing to 4.655% upon the production of 5.8 million barrels of oil equivalent from this well	PROD
High Island 176	HI 176	OCS-G 27509	Federal	FEO	Castex Offshore	2.5% ORRI	PROD
Onshore/ State	-	23017	SL-MS	FW SD	Tellus Operating	0.5% ORRI	PROD

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Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Lease					Group LLC		
Onshore/ State Lease	-	170650	SL-MS	FW SD	Whiting Oil & Gas	0.7% ORRI	
Onshore/ State Lease	-	230140	SL-MS	FW SD	Black Jack Oil Co	0.5% ORRI	
Onshore/ State Lease	-	230150	SL-MS	FW SD	Wilcox Energy Co	0.5% ORRI	
Onshore/ State Lease	-	231240	SL-MS	FW SD	Wilcox Energy Co	0.5% ORRI	
Ship Shoal 79/80	SS 79	OCS-G 15277	Federal	FEO	ANKOR Energy (in part) and FEO (in part)	51% operating rights in all of Block 79, Ship Shoal Area, from the surface to one hundred feet below the stratigraphic equivalent of 11,318' true vertical depth as seen in the electric log for the electric log dated March 7, 2001 for the OCS-G 15277 Well No. 2	PROD
Ship Shoal 301 <sup>5</sup>	SS 301	OCS-G 10794	Federal	FEO	FEO	100% operating rights in all of Block 301, Ship Shoal Area, from the surface down to and including a depth of 13,000' total vertical depth	SOP thru 1/31/2021
Vermilion 78	VR 78	OCS-G 04421	Federal	Fieldwood	Fieldwood	37.5% record title	PROD
Vermilion 229	VR 229	OCS-G 27070	Federal	FEO	FEO	62.5% record title	PROD
Vermilion 362/371	VR 362	OCS-G 10687	Federal	Fieldwood	Fieldwood	18.75% operating rights in all of Block 78, Vermilion Area, from 11,953' TVDSS to 99,999' TVDSS	PROD
						62.5% operating rights in all of Block 78, Vermilion Area, from 11,953' TVDSS to 99,999' TVDSS	
						50.0% record title as to E1/2; E1/2W1/2 of Block 229, Vermilion Area	PROD
						50.0% record title as to W1/2W1/2 of Block 229, Vermilion Area	PROD
						33.33333% record title	UNIT
						66.66667% record title	UNIT

<sup>5</sup> Fieldwood's overriding royalty interest in this lease is not being conveyed hereunder.

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Vermilion 362/371	VR 363	OCS-G 09522	Federal	Fieldwood	(see below)	16.66667% operating rights in all of Block 362, Vermilion Area, South Addition, from 11,535' TVDSS to 99,999' TVDSS	
				Bandon		66.66667% operating rights in all of Block 362, Vermilion Area, South Addition, from 11,535' TVDSS to 99,999' TVDSS	
				Fieldwood		100% record title	
				Fieldwood	FEO	33.33333% operating rights in the SE/4 of Block 363, Vermilion Area, South Addition	UNIT
				Bandon		66.66667% operating rights in the SE/4 of Block 363, Vermilion Area, South Addition	
Vermilion 362/371	VR 363	OCS-G 09522	Federal	Fieldwood	Fieldwood	100% operating rights in the N1/2; SW1/4 of Block 363, Vermilion Area, South Addition, from the surface to 10,180' SSTVD	
				Fieldwood	Fieldwood	50% operating rights in the N1/2; SW1/4 of Block 363, Vermilion Area, South Addition, from 10,180' SSTVD to 99,999' SSTVD	
				Fieldwood	FEO	33.33333% record title	
				Bandon		66.66667% record title	
				Fieldwood		16.66667% operating rights in all of Block 371, Vermilion Area, South Addition, from 11,820' SSTVS to 99,999' SSTVD	
West Delta 79/80	WD 57, WD 79, WD 80	OCS-G 01449	Federal	Bandon	FEO	66.66667% operating rights in all of Block 371, Vermilion Area, South Addition, from 11,820' SSTVS to 99,999' SSTVD	UNIT
				Fieldwood		2.5% ORRI <sup>6</sup>	UNIT
				Fieldwood		2.5% ORRI <sup>7</sup>	UNIT
				Fieldwood		2.5% ORRI <sup>8</sup>	UNIT
				Fieldwood			UNIT

<sup>6</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

<sup>7</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

<sup>8</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
West Delta 79/80	WD 80	OCS-G 02136	Federal	Fieldwood	FEO	2.5% ORRI <sup>9</sup>	UNIT
-	-	5749	SL-TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	UNIT
-		5797	SL-TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	TERMIN
-		24318	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
High Island 30/31 L (SL TX)	-	106158	SL-TX	FEO	FEO	100% working interest (lease recorded in Jefferson County, Texas)	TERMIN
High Island 30/31 L (SL TX)	-	106159	SL-TX	FEO	FEO	100% working interest (lease recorded in Jefferson County, Texas)	TERMIN
High Island 30/31 L (SL TX)	-	114921	SL-TX	FEO	FEO	100% working interest (lease recorded in Jefferson County, Texas)	TERMIN
-		172915	SL-TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	ACTIVE
-		172916	SL-TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100.0% working interest (lease recorded in Chambers County, Texas)	ACTIVE
-		178537	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
-		183756	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
-		185633	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
-		186891	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		191681	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		207398	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		227360	SL-TX	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	ACTIVE
-		234082	SL-TX	Fieldwood	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN

<sup>9</sup> No interest—other than Sellers' interests in all overriding royalty interests—are being conveyed hereunder in this lease.

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
-		255675	SL-TX	Onshore		County, Texas)	
Annapolis Valley	MC 380	OCS-G 36544	Federal	Fieldwood Onshore	Fieldwood Onshore	100% working interest (lease recorded in Galveston County, Texas)	TERMIN
Annapolis Valley	MC 424	OCS-G 36545	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Bartolome	MC 563	OCS-G 21176	Federal	Fieldwood	Fieldwood	23.25% operating rights in all of Block 563, Mississippi Canyon, as to depths from below 19,000' down to 99,999' TVDSS	PRIMARY
				FEO	Kosmos Energy GOM Operations	0.465% ORRI insofar as the lease covers all of Block 563, Mississippi Canyon, limited to depths from the surface to 19,000' TVDSS	PROD
Boris	GC 282	OCS-G 16727	Federal	Fieldwood	BHP Billiton Petroleum (GOM)	25% operating rights in all of Block 282, Green Canyon, from 16,700' TVD to 99,999' TVD	PROD
				FEO	Energy Resource Technology GOM	1.75% ORRI insofar as the lease pertains to depths from 0 to 16,999' TVD	
Deep Blue	GC 679	OCS-G 21811	Federal	Fieldwood		37.5% record title	PROD
					Anadarko Petroleum Corporation	0% operating rights in E1/2 of Block 679, Green Canyon Area, limited in depth from the surface down to the stratigraphic equivalent of 16,048' TVD (17,315' MD) as seen in the Kerr-McGee OCS-G 21811 No. 1 (ST#1) well	
					Eni US Operating Co. Inc.	0% operating rights in W1/2 of Block 679, Green Canyon Area, limited in depth from the surface down to 16,048' TVD	
					Fieldwood	43.125% operating rights in all of Block 679, Green Canyon, below 16,048' TVD to 99,999' TVD	
Emory Peak	MC 743	OCS-G 36401	Federal	Fieldwood	Chevron USA	25% record title	PRIMARY



Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Ewing Bank 834 (Coelacanth)	EW 789	OCS-G 35805	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease cover the SE/4 of Block 789, Ewing Bank, from the surface to 26,000' SSTVD	UNIT
Ewing Bank 834 (Coelacanth)	EW 790	OCS-G 33140	Federal	Fieldwood	Fieldwood	100.0% operating rights in SW1/4SW1/4; S1/2SE1/4SW1/4; S1/2SW1/4SE1/4 and NW1/4SE1/4SW1/4 of Block 790, Ewing Bank, limited to depths from below 26,000' TVDSS to 99,999' TVDSS	UNIT
						100.0% operating rights in N1/2; N1/2S1/2; SE1/4SE1/4; N1/2SW1/4SE1/4 and N1/4SE1/5SW1/4 of Block 790, Ewing Bank, from the surface to 99,999' TVDSS	
						1.3% ORRI insofar as the lease covers SW1/4SW1/4; S1/2SE1/4SW1/4; S1/2SW1/4SE1/4; NW1/4SE1/4SW1/4 of Block 790, Ewing Bank, from surface down to and including 26,000' TVDSS	
Ewing Bank 834 (Coelacanth)	EW 834	OCS-G 27982	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease covers NE1/4, NW1/4NW1/4, N/2SE1/4NE1/4 and NE/4NE/4 of Block 834, Ewing Bank, from the surface down to 26,000' TVDSS	UNIT
Ewing Bank 834 (Coelacanth)	EW 835	OCS-G 33707	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease covers the North 7800' of Block 835, Ewing Bank, from the surface down to 26,000' TVDSS	UNIT
Ewing Bank 834 (Coelacanth)	MC 793	OCS-G 33177	Federal	Fieldwood	Walter O&G	1.3% ORRI insofar as the lease covers the W1/2W1/2NW1/4 of Block 793, Mississippi Canyon, from the surface down to 26,000' TVDSS	UNIT
Fandango	MC 297	OCS-G 34434	Federal	Fieldwood	Fieldwood	70% record title	PRIMARY

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Galapagos	MC 519	OCS-G 27278	Federal	Fieldwood	BP E&P (in part) and Fieldwood (in part)	65.0% record title	PROD
						49% operating rights in SW1/4 of Block 519, Mississippi Canyon, from the surface down to and including 99,999' TVDSS	
						49% operating rights in S1/2NW1/4 of Block 519, Mississippi Canyon, from the surface down to and including 14,000'	
						25.75% operating rights in S1/2; S1/2SE1/4NE1/4 of Block 519, Mississippi Canyon, from depths below 19,300' TVDSS down to and including 99,999' TVDSS	
						25.75% operating rights in S1/2NW1/4 of Block 519, Mississippi Canyon, from depths below 14,000' TVDSS down to and including 99,999' TVDSS	
						25.75% operating rights in N1/2NW1/4; N1/2NE1/4; SW1/4NE1/4 and N1/2SE1/4NE1/4 of Block 519, Mississippi Canyon, from the surface down to and including 99,999' TVDSS	
Green Canyon 39/40 (Katmai)	EW 1009	OCS-G 34878	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	EW 1010	OCS-G 34879	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	EW 1011	OCS-G 34880	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	GC 39 A	OCS-G 34966	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	GC 39 B	OCS-G 36476	Federal	Fieldwood	Fieldwood	50% record title	PRIMARY
Green Canyon 39/40 (Katmai)	GC 040	OCS-G 34536	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 39/40 (Katmai)	GC 041	OCS-G 34537	Federal	Fieldwood	Fieldwood	50% record title	UNIT
Green Canyon 64/65/108/109/243 (Katmai)	GC 064	OCS-G 34539	Federal	FEO	FEO	49% record title	PROD
Green Canyon 64/65/108/109/243	GC 065	OCS-G 05889	Federal	FEO	FEO	49% operating rights in all of Block 65, Green Canyon, from the surface of the earth down to and including the depth of 99,999 feet	UNIT

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Green Canyon 64/65/108/109/243	GC 108	OCS-G 14668	Federal	FEO	FEO	49% operating rights in all of Block 108, Green Canyon, from the surface of the earth down to and including the depth of 99,999 feet	UNIT
Green Canyon 64/65/108/109/243	GC 109	OCS-G 05900	Federal	FEO	FEO	49% operating rights in all of Block 109, Green Canyon, from the surface of the earth down to and including the depth of 99,999 feet	UNIT
Green Canyon 200 (Troika & Orllov)	GC 200	OCS-G 12209	Federal	FEO	FEO	100% record title	UNIT
						53.33333% operating rights in NW1/4SE1/4; SE1/4NE1/4; E1/2SE1/4NW1/4; S1/3NE1/4NW1/4; W1.2E1/2SE1/4; NE1/4SW1/SE1/4; SW1/4NW1/4NE1/4 of Block 200, Green Canyon, as to all depths from surface to 17,518' TVDSS	
Green Canyon 200 (Troika) <sup>10</sup>	GC 201	OCS-G 12210	Federal	FEO	FOE	100% record title as to the W/2 and SE/4 of Block 201, Green Canyon	UNIT
					LLOG Exploration	4.87999% ORRI insofar as the lease covers the NE1/4 of Block 157, Green Canyon, from the surface to 17,000' subsea TVD	
Green Canyon 200 (Troika)	GC 244	OCS-G 11043	Federal	FEO	FOE (in part) and Deepwater Abandonment Alternatives, Inc. (in part)	100% record title	UNIT
						0% operating rights as to all of Block 244, Green Canyon, as to those depths from 16,000 feet true vertical depth subsea down to 24,000 feet true vertical depth subsea	
Gunflint	MC 904	OCS-G 36566	Federal	Fieldwood	Fieldwood	58.9363% record title	PRIMARY
Gunflint	MC 905	OCS-G 36405	Federal	Fieldwood	Fieldwood	58.9363% record title	PRIMARY
Hagerman	MC 789	OCS-G 36557	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Isabela N (Miocene)	MC 474	OCS-G 35825	Federal	Fieldwood	BP E&P	24.33333% record title	PRIMARY
						12.5% operating rights in all of Block 474, Mississippi Canyon, from depths below 20,000' TVDSS down to and including 99,999' TVDSS	

<sup>10</sup> As to this Other Lease, no interest in the operating rights or record title as to the NE1/4 of Block 201, Green Canyon, is being conveyed hereunder.

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Isabela N (Miocene)	MC 518	OCS-G 35828	Federal	Fieldwood	BP E&P	24.33333% record title 12.5% operating rights in all of Block 518, Mississippi Canyon, from depths below 19,500' TVDSS down to and including 99,999' TVDSS	PRIMARY
King Cake	AT 023	OCS-G 35015	Federal	Fieldwood	Murphy E&P USA	7.75% record title	PRIMARY
Little Burn	GC 238	OCS-G 26302	Federal	Fieldwood	BHP Billiton Petroleum (GOM)	40% operating rights in all of Block 238, Green Canyon, from 16,700' TVD to 99,999' TVD	PROD
				FEO	Talos ERT LLC	2.8% ORRI insofar as the lease pertains to depths from 0 to 16,999' TVD	
Mississippi Canyon 562 (Isabela)	MC 562	OCS-G 19966	Federal	Fieldwood	BP E&P	12.5% record title 0% operating rights in N/2 of Block 562, Mississippi Canyon, from the surface to 19,500' TVDSS 12.5% operating rights in N/2 of Block 562, Mississippi Canyon, from depths below 19,500' TVDSS down to and including 99,999' TVDSS 12.5% operating rights in S/2 of Block 562, Mississippi Canyon, from depths below 20,000' TVDSS down to and including 99,999' TVDSS	PROD
Mississippi Canyon 698 (Big Bend)	MC 697 A	OCS-G 28021	Federal	Fieldwood	Fieldwood	54% record title	UNIT
Mississippi Canyon 698 (Big Bend)	MC 698	OCS-G 28022	Federal	Fieldwood	Fieldwood	54% record title	UNIT
Mississippi Canyon 698 (Big Bend)	MC 742	OCS-G 32343	Federal	Fieldwood	Fieldwood	100% record title in NE1/4; S1/2 of Block 742, Mississippi Canyon 54% record title in NW1/4 of Block 742, Mississippi Canyon	UNIT
Mississippi Canyon 782 (Dantzler)	MC 782	OCS-G 33757	Federal	Fieldwood	Fieldwood	45% record title	PROD
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 948	OCS-G 28030	Federal	Fieldwood	Fieldwood	58.9363% record title	UNIT
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 949	OCS-G 32363	Federal	Fieldwood	Fieldwood	58.9363% record title	UNIT
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 992	OCS-G 24133	Federal	Fieldwood	Fieldwood	58.9363% record title in N1/2 of Block 992, Mississippi Canyon 52.94% record title in S1/2 of Block 992, Mississippi Canyon	UNIT

Field	Block	Lease	Type	Seller	Operator	Interest in Lease	Lease Status
Mississippi Canyon 948/949/992/993 (Gunflint)	MC 993	OCS-G 24134	Federal	Fieldwood	Fieldwood	58.9363% record title in N1/2 of Block 993, Mississippi Canyon	UNIT
						45% record title in S1/2 of Block 993, Mississippi Canyon	
	MC 691	OCS-G 36400	Federal	Fieldwood	Fieldwood	50% record title	PRIMARY
	MC 118	OCS-G 35963	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
	MC 119	OCS-G 36537	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
	MC 162	OCS-G 36880	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
	MC 163	OCS-G 36538	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
	MC 206	OCS-G 36540	Federal	Fieldwood	Chevron USA	5.45% record title	PRIMARY
	MC 171	OCS-G 34428	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
	MC 172	OCS-G 34429	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
South Timbalier 308 / Ewing Bank 873	MC 435	OCS-G 36772	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
	MC 436	OCS-G 36773	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
	SM 40	OCS-G 13607	Federal	FEO	FEO	100% record title	TERMIN
						100% record title	
	ST 287	OCS-G 24987	Federal	Fieldwood	Fieldwood	100% operating rights in all of Block 287, South Timbalier Area, South Addition, from the surface to 13,852' SSTVD	PROD
						50% operating rights in all of Block 287, South Timbalier Area, South Addition, from 13,852' SSTVD to 99,999' SSTVD	
						100% record title	
						100% operating rights in all of Block 308, South Timbalier Area, South Addition, from the surface to 18,571' SSTVD	PROD
						50% operating rights in all of Block 308, South Timbalier Area, South Addition, from 18,571' SSTVD to 99,999' SSTVD	
						100% record title	
South Timbalier 308 / Ewing Bank 873	ST 308	OCS-G 21685	Federal	Fieldwood	Fieldwood	100% record title	PROD
						100% operating rights in all of Block 308, South Timbalier Area, South Addition, from the surface to 18,571' SSTVD	
						50% operating rights in all of Block 308, South Timbalier Area, South Addition, from 18,571' SSTVD to 99,999' SSTVD	
						100% record title	
Steamboat	GC 153	OCS-G 36814	Federal	Fieldwood	Fieldwood	100% record title	PRIMARY
Talon	GC 198	OCS-G 36021	Federal	FEO	FEO	100% record title	PRIMARY
Tarantula	EW 828	OCS-G 35806	Federal	FEO	FEO	100% record title	PRIMARY

Field	Block	Lease	Type	Seller	Operator (see below)	Interest in Lease	Lease Status
Ticonderoga	GC 768	OCS-G 21817	Federal	Fieldwood		100% record title	PROD
					Anadarko	50% operating rights in all of Block 768, Green Canyon, from the surface to the stratigraphic equivalent of 13,370' subsea TVD in the OCS-G 21817 #1 Well	
					Fieldwood	43.125% operating rights in all of Block 768, Green Canyon, below the stratigraphic equivalent of 13,370' subsea TVD in the OCS-G 21817 #1 Well down to a depth of 40,000' subsea TVD	
Umbrella Point	-	5752	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
Umbrella Point	-	140960	SL - TX	Fieldwood SD Offshore	Fieldwood SD Offshore	100% record title	TERMIN
WILDCAT - ACOM O.H. ESTATE	-	165888	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	186892	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	176012	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	179673	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	188919	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	188921	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN
EAGLE BAY	-	269151	SL - TX	Fieldwood Onshore	Fieldwood Onshore	100% record title	TERMIN

[End of Exhibit A]



**Exhibit B**  
**Easements**

**Part 1. Co-Owned Easements**

ROW Number	Seller	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Status	Associated Lease	Undivided interest to be assigned to Buyer
G03432	Fieldwood	4647	SM	149	6"SSTI	SM	132	B	6	BLKO	Active	G02592	50%
G09319	Fieldwood	5890	ST	53	A	ST	52	A	6	OIL	Active	G04000	50%
G12304	GOM Shelf	9084	GI	43	AS	GI	19	F/S	10	OIL	Active	00175	25%
G28385	Fieldwood	17265	ST	68	Caisson No. 1	ST	53	A	6	BLKO	Active	G04000	20.334%

**RUEs related to Co-Owned Leases**

RUE Number	Area	Block No.	Structure	Complex ID No.	FW Lease	Operator	Approval Date	Associated Assets	Party to hold RUE on behalf of Buyer and Fieldwood Energy I	Undivided interest for which Buyer is to be responsible
G30267	ST	68	CAISS. #1	24108	00020	Fieldwood	03/09/18	ST 67 #6	Buyer	20.334%
[G30329	SM	132	B	21982	G02592 G02588	Fieldwood	5/06/19	SM 136 C 007, SM 149 C001, C002 & C004	Fieldwood Energy I	50% <sup>11</sup>

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<sup>11</sup> Treatment of RUE G30329 and associated platform (SOUTH MARSH ISLAND 132 P/F B) is under discussion between the Parties.

**Part 2. Other Easements**

ROW Number	Seller	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Status	Associated Lease
G09330	FEO	8204	SS	80	A	EI	125	30 SSTI	6	G/C	Active	G15277
G15047	Bandon	10675	VR	371	A	VR	350	08 SSTI	6	OIL	Active	G09524
G16055	FEO	11050	SS	301	A	SS	300	B	8	BLKO	Active	G10794
G23712	Fieldwood	13736	SS	79	#2	SS	80	A	4	BLKO	Active	G15277
G23713	Fieldwood	13737	SS	79	#2	SS	80	A	4	BLKO	Active	G15277
G28816	Fieldwood	14292	SM	40	JA	SM	40	10"SSTI	6	OIL	Active	G13607
G28817	Fieldwood	14293	SM	40	B	SM	40	JA	6	BLKO	Active	G13607
G28818	Fieldwood	14294	SM	40	B	SM	40	JA	6	BLKO	Active	G13607
G28819	Fieldwood	14295	SM	40	JA	SM	40	B	2	LIFT	Active	G13607
G09349	FEO	8255	GC	65	A	GC	19	A	12	OIL	Active	G05889
G17737	FEO	11393	GC	200	SS Manifold	GC	65	A	10	BLKO	Active	G12210
		11394	GC	200	SSMANIFO	GC	65	A	24	CSNG	Active	G12210
		11395	GC	200	SSMANIFO	GC	65	A	5	UMB	Active	G12210
		11959	GC	200	SSMANIFO	GC	65	A	2	UMB	Active	G12210
G17738	FEO	11396	GC	200	SSMANIFO	GC	65	A	10	BLKG	Active	G12210
		11397	GC	200	SSMANIFO	GC	65	A	24	CSNG	Active	G12210
		11410	GC	200	SSMANIFO	GC	65	A	5	UMB	Active	G12210
		12141	GC	200	SSMANIFO	GC	65	A	5	UMB	Proposed	G12210
G17685	FEO	11260	GC	65	A	GC	19	A	16	OIL	Active	G05889
G28736	Fieldwood	19154	MC	948	PLET NPL3 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	Active	G28030
		19365	MC	948	PLET NPL3 HUB	MC	767	ILS NPL1	12	CSNG	Active	G28030
		19374	MC	948	PLET NPL3 HUB	MC	948	PLET SPL2 HUB	8	BLKO	Active	G28030
G28809	FEO	20222	GC	244	PLEM A	GC	156	Mid-Line PLET A-1	8	BLKO	Proposed	G11043
G28820	FEO	20197	GC	156	PLET 2	GC	156	A-2 PLET	8	BLKO	Active	G12209

ROW Number	Seller	Segment Number	Originating Area	Originating Block	Originating Name	Receiving Area	Receiving Block	Receiving Name	Size (inch)	Product	Status	Associated Lease
G29287	FEO	19155	MC	948	PLET SPL2 HUB	MC	724	Gulfstar 1 SPAR	8	BLKO	Active	G28030
		19362	MC	724	Gulfstar 1 Spar	MC	948	UTAI	8	UMB	Active	G28030
		19432	MC	948	PLET SPL2	MC	768	ILS SPL1	12	CSNG	Active	G28030
G29294	Fieldwood	19282	MC	736	A Thunderhawk	MC	782	Dan 1 STUA 1	6	UBEH	Active	G33757
		19296	MC	698	RGL PLET 1	MC	736	A Thunderhawk	12	CSNG	Active	G28022
G29295	Fieldwood	19097	MC	698	RGL PLET 1	MC	736	A Thunderhawk	8	BLKO	Active	G28022
		19149	MC	698	RGL PLET 1	MC	736	A Thunderhawk	8	BLKO	Active	G28022
		19283	MC	736	A Thunderhawk	MC	698	BBD SUTA	6	UMB	Active	G28022
		19364	MC	698	RGL PLET 1	MC	736	A	12	CSNG	Active	G28022
G29299	Fieldwood	19297	MC	736	A Thunderhawk	MC	692	North Plet	1	LIFT	Active	G28022
		19334	MC	736	A Thunderhawk	MC	692	SUTA	5	UMBH	Active	G28022
G29417	FEO	20221	GC	156	Mid-Line PLET A-1	GC	156	Mid-Line PLET A-2	8	BLKO	Active	G12209
		20155	GC	156	Mid-Line PLET A-2	GC	65	A	8	BLKO	Proposed	G12209
G29420	FEO	20183	GC	200	SUTA	GC	244	TROIKA SUTA	5	UMB	Proposed	G11043
G29424	FEO	20195	GC	65	A	GC	200	SUTA	3	UMB	Proposed	G12209
G29425	FEO	20196	GC	200	PLET-1	GC	156	PLET-2	8	BLKO	Proposed	G12210
G29427	FEO	20202	GC	40	K1 PLET	ST	308	A	8	BLKO	Proposed	G34966
		20203	GC	40	K1 PLET	ST	308	Start Up Flange	12	CSNG	Proposed	G34966
		20278	ST	308	A	GC	39	K2 SUTA	5	UBEH	Proposed	G34966
G29427	Fieldwood	20200	GC	39	K2 SUTA	GC	40	K1 SUTA	5	UBEH	Active	G34966

**RUEs related to Other Leases**

RUE Number	Area	Block No.	Structure	Complex ID No.	FW Lease	Operator	Approval Date	Associated Assets
G30201	SS	80	A	23548	G15277	FEO	02/07/13	SS 79 A002
G30342	SM	40	B	1266	G13607	FEO	06/21/18	SM 41 B2, B3, B4, B6 & SM 40 B5
G30352	SM	40	JA	27017	G13607	FEO		SM 41 B PF and wells
G30354	MC	736	A (Thunder Hawk)	2045	G28022	Fieldwood	07/03/18	MC 698 001, MC 734 SS002, SS004, SS005, SS006, MC 782 001 & 002

[End of Exhibit B]

**Exhibit C**  
**Scheduled Wells**

**Part 1. Co-Owned Wells**

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 032 #U012 ST1	GI032U1201	00174	177192014502
GRAND ISLE 039 #P002 ST2	GI039P0202	00127	177174097802
GRAND ISLE 040 #E007D	GI040E07D0	00128	177170077500
GRAND ISLE 040 #E009	GI040E0900	00128	177170078700
GRAND ISLE 040 #G001	GI040G0100	00128	177170070400
GRAND ISLE 040 #G002	GI040G0200	00128	177170076200
GRAND ISLE 040 #G006	GI040G0600	00133	177174012600
GRAND ISLE 040 #G010	GI040G1000	00128	177174037200
GRAND ISLE 040 #G011	GI040G1100	00128	177174037300
GRAND ISLE 040 #M001	GI040M0100	00128	177174037000
GRAND ISLE 040 #M002D	GI040M02D0	00128	177174038600
GRAND ISLE 040 #M003	GI040M0300	00128	177174043600
GRAND ISLE 040 #O005	GI040O0500	00128	177174097100
GRAND ISLE 041 #D002	GI041D0200	00129	177170075300
GRAND ISLE 041 #D003	GI041D0300	00129	177170076700
GRAND ISLE 041 #D004	GI041D0400	00130	177170080500
GRAND ISLE 041 #D007	GI041D0700	00129	177172000000
GRAND ISLE 041 #D008 ST	GI041D0801	00130	177172000801
GRAND ISLE 041 #D009	GI041D0900	00129	177172001500
GRAND ISLE 041 #D010ST	GI041D1000	00129	177174017801
GRAND ISLE 041 #D011E	GI041D1100	00129	177174018400
GRAND ISLE 041 #E001 ST1	GI041E0101	00130	177170069401
GRAND ISLE 041 #E002 ST1	GI041E0201	00130	177170074701
GRAND ISLE 041 #E003D	GI041E03D0	00130	177170075000
GRAND ISLE 041 #E004 ST1	GI041E0401	00130	177170075201
GRAND ISLE 041 #E005	GI041E0500	00129	177170075400
GRAND ISLE 041 #E006D	GI041E06D0	00130	177170077300
GRAND ISLE 041 #E008	GI041E0800	00130	177170079800
GRAND ISLE 041 #E010	GI041E1001	00130	177172000301
GRAND ISLE 041 #E012D	GI041E12D0	00130	177174011500
GRAND ISLE 041 #E013	GI041E1300	00130	177174012900
GRAND ISLE 041 #F003 ST1	GI041F0301	00129	177174006401
GRAND ISLE 041 #F005 ST2	GI041F0502	00129	177174017302
GRAND ISLE 041 #G007	GI041G0700	00130	177174022400
GRAND ISLE 041 #G008	GI041G0800	00130	177174026400

Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 041 #H001	GI041H0100	00130	177174020300
GRAND ISLE 041 #H002	GI041H0200	00129	177174028100
GRAND ISLE 041 #H003 ST	GI041H0301	00130	177174028601
GRAND ISLE 041 #H004	GI041H0400	00130	177174038000
GRAND ISLE 041 #H005	GI041H0500	00129	177174038100
GRAND ISLE 041 #H006 ST1	GI041H0601	00129	177174098301
GRAND ISLE 041 #H007	GI041H0700	00130	177174098400
GRAND ISLE 042 #C001	GI042C0100	00131	177170067000
GRAND ISLE 042 #C002	GI042C0200	00131	177170072100
GRAND ISLE 042 #F001	GI042F0100	00131	177174005100
GRAND ISLE 042 #F002	GI042F0200	00131	177174006000
GRAND ISLE 042 #F004	GI042F0400	00131	177174007100
GRAND ISLE 046 #001 ST1	GI04600101	00132	177174042801
GRAND ISLE 046 #G009 ST1	GI046G0901	00132	177174026101
GRAND ISLE 047 #E006	GI047E0600	00133	177170078100
GRAND ISLE 047 #E008	GI047E0800	00133	177170079500
GRAND ISLE 047 #E017	GI047E1700	00133	177174039900
GRAND ISLE 047 #G004 ST	GI047G0401	00133	177170079601
GRAND ISLE 047 #G005 ST	GI047G0501	00133	177170080301
GRAND ISLE 047 #G012	GI047G1200	00133	177174037500
GRAND ISLE 047 #L001	GI047L0100	00133	177174012800
GRAND ISLE 047 #L002 ST	GI047L0201	00133	177174015901
GRAND ISLE 047 #L003	GI047L0300	00133	177174020500
GRAND ISLE 047 #L004	GI047L0400	00133	177174017000
GRAND ISLE 047 #L005	GI047L0500	00133	177174017900
GRAND ISLE 047 #L006D	GI047L0600	00133	177174036300
GRAND ISLE 047 #L007 ST	GI047L0701	00177	177174039101
GRAND ISLE 047 #L009 ST1	GI047L0901	00133	177174039201
GRAND ISLE 047 #L011 ST2	GI047L1102	00133	177174039602
GRAND ISLE 047 #O001 BP2	GI047O01D3	00133	177174096102
GRAND ISLE 047 #O002	GI047002D1	00133	177174096600
GRAND ISLE 047 #O004	GI047O0400	00133	177174096900
GRAND ISLE 047 #O006	GI047O0600	00133	177174097200
GRAND ISLE 047 #O007 ST1	GI047O0701	00133	177174097301
GRAND ISLE 047 #O008	GI047O0800	00133	177174097600
GRAND ISLE 047 #O009	GI047O09D1	00133	177174097700
GRAND ISLE 048 #E001	GI048E0100	00134	177170045400
GRAND ISLE 048 #E014	GI048E1400	00134	177172003900
GRAND ISLE 048 #E018 ST	GI048E1801	00134	177174043501
GRAND ISLE 048 #J002 ST1	GI048J0201	00134	177174003201



Asset Name	FWE Acct. Code	Lease Number	API
GRAND ISLE 048 #J003 ST	GI048J0302	00134	177174004502
GRAND ISLE 048 #J004 ST2	GI048J0403	00134	177174004803
GRAND ISLE 048 #J005 ST	GI048J0501	00134	177174011601
GRAND ISLE 048 #J006	GI048J0600	00134	177174012000
GRAND ISLE 048 #J007	GI048J0700	00134	177174012200
GRAND ISLE 048 #J008	GI048J0800	00134	177174016900
GRAND ISLE 048 #J009	GI048J0900	00134	177174044200
GRAND ISLE 048 #J010 ST	GI048J1001	00134	177174044401
GRAND ISLE 048 #P001 FKA #14	GI048P0100	00134	177174015300
GRAND ISLE 110 #A002	GI110A0200	G13943	177184008900
GRAND ISLE 110 #A005 BP2	GI110A0502	G13943	177184010402
GRAND ISLE 116 #A001	GI116A0100	G13944	177184008700
GRAND ISLE 116 #A003	GI116A0300	G13944	177184009200
GRAND ISLE 116 #A004	GI116A0401	G13944	177184009501
GRAND ISLE 116 #A006	GI116A0601	G13944	177184010601
GRAND ISLE 116 #A007	GI116A0700	G13944	177184011100
MISSISSIPPI CANYON 110 #001	MC1100100	G18192	608174060500
MISSISSIPPI CANYON 110 #A009	MC110A0900	G18192	608174042501
MISSISSIPPI CANYON 110 #A011ST	MC110A1101	G18192	608174042801
MISSISSIPPI CANYON 110 #A031	MC110A3100	G18192	608174087900
SOUTH MARSH IS 048 #E002	SM048E0201	00786	177072002801
SOUTH MARSH IS 048 #E003 ST1BP	SM048E0302	00786	177072003302
SOUTH MARSH IS 048 #E004	SM048E0401	00786	177072004001
SOUTH MARSH IS 048 #E007	SM048E07	00786	177074092300
SOUTH MARSH IS 149 #C001 ST1	SM149C0101	G02592	177084088901
SOUTH MARSH IS 149 #C002	SM149C0200	G02592	177084089100
SOUTH MARSH IS 149 #C004	SM149C0400	G02592	177084090300
SOUTH MARSH IS 149 #C005	SM149C0500	G02592	177084090400
SOUTH MARSH IS 149 #D001	SM149D0101	G02592	177084094401
SOUTH PASS 061 #D004 ST2	SP061D0402	G01609	177234006302
SOUTH PASS 061 #D023	SP061D2300	G01609	177234008200
SOUTH PASS 061 #D024 ST1	SP061D2401	G01609	177234007701
SOUTH PASS 061 #D025	SP061D2500	G01609	177234008300
SOUTH PASS 061 #D026	SP061D2600	G01609	177234008400
SOUTH PASS 061 #D033 ST2	SP061D3302	G01609	177234008702
SOUTH PASS 061 #D035 ST2	SP061D3502	G01609	177234009102
SOUTH PASS 061 #D036 ST1	SP061D3601	G01609	177234009201
SOUTH PASS 061 #D039 ST1	SP061D3901	G01609	177234009801
SOUTH PASS 061 #D040 ST2	SP061D4002	G01609	177234009502
SOUTH PASS 061 #D043 ST2	SP061D4302	G01609	177234009602

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 053 #004	ST05300401	G04000	177154043101
SOUTH TIMBALIER 053 #006	ST05300601	G04000	177154083500
SOUTH TIMBALIER 053 #A001	ST053A0101	G04000	177154034402
SOUTH TIMBALIER 053 #A002	ST053A0201	G04000	177154037601
SOUTH TIMBALIER 053 #A003	ST053A0301	G04000	177154038401
SOUTH TIMBALIER 053 #A004	ST053A0400	G04000	177154038500
SOUTH TIMBALIER 053 #A006	ST053A0601	G04000	177154039201
SOUTH TIMBALIER 053 #A007	ST053A0700	G04000	177154040400
SOUTH TIMBALIER 053 #A008	ST053A0800	G04000	177154040500
SOUTH TIMBALIER 053 #A009	ST053A0900	G04000	177154041500
SOUTH TIMBALIER 053 #A010	ST053A1001	G04000	177154043501
SOUTH TIMBALIER 053 #A011	ST053A1100	G04000	177154042400
SOUTH TIMBALIER 053 #A012	ST053A1201	G04000	177154042301
SOUTH TIMBALIER 053 #A013	ST053A1300	G04000	177154044000
SOUTH TIMBALIER 053 #A014	ST053A1400	G04000	177154042900
SOUTH TIMBALIER 053 #A015	ST053A1501	G04000	177154076901
SOUTH TIMBALIER 053 #A016	ST053A1601	G04000	177154043601
SOUTH TIMBALIER 053 #A017	ST053A1701	G04000	177154061101
SOUTH TIMBALIER 053 #A018	ST053A1801	G04000	177154061201
SOUTH TIMBALIER 053 #A019	ST053A1900	G04000	177154077200
SOUTH TIMBALIER 053 #A020	ST053A2001	G04000	177154077101
SOUTH TIMBALIER 053 #A021	ST053A2100	G04000	177154111000
SOUTH TIMBALIER 053 #C001	ST053C0100	G04000	177154067200
SOUTH TIMBALIER 053 #C002	ST053C0200	G04000	177154107300
SOUTH TIMBALIER 053 #I001	ST053I0100	G04000	177154031200
SOUTH TIMBALIER 067 #006	ST06700602	00020	177154078404
WEST DELTA 068 #U001	WD068U0100	00180	177190136200
WEST DELTA 068 #U004	WD068U0400	00180	177192007000
WEST DELTA 068 #U005 ST2	WD068U0502	00180	177192007502
WEST DELTA 068 #U006	WD068U0600	00180	177192008600
WEST DELTA 068 #U009	WD068U0900	00180	177192011401
WEST DELTA 068 #U011	WD068U11	00180	177192013603
WEST DELTA 068 #U013 ST2	WD068U1302	00180	177194065102
WEST DELTA 068 #U014	WD068U1400	00180	177194065300
WEST DELTA 069 #D007 ST2	WD069D0702	00181	177190063802
WEST DELTA 070 #D001D	WD070D0100	00182	177190063300
WEST DELTA 070 #D005	WD070D0500	00182	177190063600
WEST DELTA 070 #D008	WD070D0800	00182	177190063900
WEST DELTA 070 #D009	WD070D0900	00182	177190064000
WEST DELTA 070 #D010	WD070D1000	00182	177190066700

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 070 #D011	WD070D1100	00182	177194036800
WEST DELTA 070 #D012	WD070D1200	00182	177194037200
WEST DELTA 070 #D013	WD070D1300	00182	177194057000
WEST DELTA 070 #D014	WD070D1400	00182	177194057200
WEST DELTA 070 #E001 ST1	WD070E0101	00182	177190108201
WEST DELTA 070 #E002	WD070E0200	00182	177190067800
WEST DELTA 070 #E003	WD070E0300	00182	177190066500
WEST DELTA 070 #FF001	WD070FF100	00182	177194084200
WEST DELTA 070 #FF002	WD070FF200	00182	177194084300
WEST DELTA 070 #FF003	WD070FF300	00182	177194084400
WEST DELTA 070 #I003 ST1	WD070I0301	00182	177190091301
WEST DELTA 070 #I004	WD070I0400	00182	177190091500
WEST DELTA 070 #I005 ST1	WD070I0501	00182	177190095001
WEST DELTA 070 #I006 ST	WD070I0601	00182	177190095101
WEST DELTA 070 #I008 ST1	WD070I0801	00182	177190102101
WEST DELTA 070 #I010 ST1	WD070I1001	00182	177190105701
WEST DELTA 070 #I012 STBP2	WD070I1202	00182	177194010702
WEST DELTA 070 #I013	WD070I1300	00182	177194038400
WEST DELTA 070 #I014	WD070I1400	00182	177194061100
WEST DELTA 070 #I015	WD070I1500	00182	177194061300
WEST DELTA 070 #I016 ST	WD070I1601	00182	177194064201
WEST DELTA 070 #I017	WD070I1700	00182	177194064600
WEST DELTA 070 #L003	WD070L0300	00182	177190113800
WEST DELTA 070 #L004	WD070L0400	00182	177190115100
WEST DELTA 070 #L005	WD070L0500	00182	177190115500
WEST DELTA 070 #L006	WD070L0600	00182	177190115000
WEST DELTA 070 #L010	WD070L1000	00182	177190119500
WEST DELTA 070 #L011	WD070L1100	00182	177190121400
WEST DELTA 071 #E006	WD071E0600	00838	177190073200
WEST DELTA 071 #E007 ST1	WD071E0701	00838	177190095601
WEST DELTA 071 #E009 ST1	WD071E0901	00838	177190091701
WEST DELTA 071 #E010	WD071E1000	00838	177190095700
WEST DELTA 071 #O003	WD071O0300	00838	177190121500
WEST DELTA 071 #O005	WD071O0501	00838	177190125001
WEST DELTA 071 #O006	WD071O0601	00838	177190127101
WEST DELTA 071 #O007	WD071O0702	00838	177190129602
WEST DELTA 071 #O009	WD071O0900	00838	177190133600
WEST DELTA 071 #O010	WD071O1000	00838	177194002500
WEST DELTA 071 #O013	WD071O1303	00838	177192001102
WEST DELTA 079 #A019	WD079A19	G01449	177192006800

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 079 #A021	WD079A21	G01449	177192012700
WEST DELTA 079 #C017	WD079C17	G01874	177192013800
WEST DELTA 079 #C025	WD079C25	G01874	177194008701
WEST DELTA 079 #C032	WD079C32	G01874	177194019400
WEST DELTA 079 #C033	WD079C33	G01874	177192009101
WEST DELTA 079 #D020	WD079D20	G01449	177192023101
WEST DELTA 079 #D023	WD079D23	G01449	177194006600
WEST DELTA 079 #D024	WD079D24	G01449	177194007300
WEST DELTA 079 #D031	WD079D31	G01449	177194037800
WEST DELTA 079 #D035	WD079D35	G01449	177194046200
WEST DELTA 079 #D036	WD079D36	G01449	177194047400
WEST DELTA 079 #F002	WD079F02	G01449	177194038300
WEST DELTA 080 #A010	WD080A10	G01874	177190136300
WEST DELTA 080 #A016	WD080A16	G01874	177192004600
WEST DELTA 080 #B016	WD080B16	G01874	177192018200
WEST DELTA 080 #D019	WD080D19	G01449	177192021703
WEST DELTA 080 #D029	WD080D29	G01874	177194036501
WEST DELTA 080 #D032	WD080D32	G01449	177194038500
WEST DELTA 080 #D034	WD080D34	G01874	177192019501
WEST DELTA 079 #A019	WD079A19	G01449	177192006800
WEST DELTA 094 #V001	WD094V0100	00839	177192005700
WEST DELTA 094 #V002	WD094V0200	00839	177192011600
WEST DELTA 094 #V003	WD094V0300	00839	177192014900
WEST DELTA 094 #V004	WD094V0400	00839	177192015500
WEST DELTA 094 #V014	WD094V1400	00839	177194039000
WEST DELTA 094 #V015	WD094V1500	00839	177194064000
WEST DELTA 094 #V016	WD094V1602	00839	177194063902
WEST DELTA 095 #S005 ST1BP1	WD095S0502	G01497	177190126202
WEST DELTA 095 #S006	WD095S0600	G01497	177190135400
WEST DELTA 095 #S008	WD095S0800	G01497	177190127700
WEST DELTA 095 #S010 ST1	WD095S1001	G01497	177192000101
WEST DELTA 095 #S012 ST	WD095S1201	G01497	177192002301
WEST DELTA 095 #X001 ST	WD095X0101	G01497	177194002901
WEST DELTA 095 #X003	WD095X0300	G01497	177194003200
WEST DELTA 095 #X007 ST1	WD095X0701	G01497	177194003701
WEST DELTA 095 #X011	WD095X1100	G01497	177194055700
WEST DELTA 095 #X012D	WD095X12D0	G01497	177194055900
WEST DELTA 096 #S002 ST1BP1	WD096S0202	G01498	177190123402
WEST DELTA 096 #S007 ST1	WD096S0701	G01498	177190132901
WEST DELTA 096 #X004 ST1	WD096X0401	G01498	177194003301

Asset Name	FWE Acct. Code	Lease Number	API
WEST DELTA 096 #X006 ST2	WD096X0602	G01498	177194003502
WEST DELTA 096 #X009	WD096X0900	G01498	177194004000

## Part 2. Other Wells

Asset Name	FWE Acct. Code	Lease Number	API
BLOWFISH GU AKA ST TR 329 #2	BLOWFISH2	ST-TX 227360	421673142600
BRETON SOUND 025 #A001	BS02501	G31442	177264005300
BRETON SOUND 052 #002 SL17860	SL1786002	ST-LA 17860	17726205670000
BRETON SOUND 053 #001 SL17675	SL1767501	ST-LA 17675	177262055100
BRETON SOUND 053 #003 SL15683	SL1568303	ST-LA 15683	177262053100
BRETON SOUND 53 #UV 3-8 RA VUA	SL1905101	ST-LA 19051	177262058300
EAGLE BAY GU AKA ST TR 329 1	EAGLEBAYGU	ST-TX 186891	#N/A
EAST CAMERON 345 #A001 (ORRI)	EC345A01	G15156	177044100800
EWING BANKS 789 #A006 (ORRI)	EW789A06	G35805	608104015500
EWING BANKS 789 #A007 (ORRI)	EW789A07	G35805	608104015401
EWING BANKS 790 A-2 (ORRI)	EW790A02	G33140	608104015100
EWING BANKS 790 A-3 (ORRI)	EW790A03	G33140	608104015300
EWING BANKS 790 #A009 (ORRI)	EW790A09	G33140	608104015700
EWING BANKS 834 A-1 (ORRI)	EW834A01	G27982	608105010300
GREEN CANYON 40 #1	GC04001	G34536	608114062300
GREEN CANYON 064 #A026	GC064A26	G34539	608114063101
GREEN CANYON 065 #A004	GC065A04	G05889	608114011600
GREEN CANYON 065 #A006	GC065A06	G05889	608114014800
GREEN CANYON 065 #A008	GC065A08	G05889	608114015800
GREEN CANYON 065 #A009	GC065A09	G05889	608114017000
GREEN CANYON 065 #A020	GC065A20	G05889	608114059902
GREEN CANYON 065 #A023	GC065A23	G05889	608114064200
GREEN CANYON 065 #A024	GC065A24	G05889	608114061900
GREEN CANYON 065 #A038	GC065A38	G05889	608114015501
GREEN CANYON 065 #A043	GC065A43	G05889	608114017100
GREEN CANYON 065 #A044	GC065A44	G05889	608114017701
GREEN CANYON 065 #A059	GC065A59	G05889	608114015900
GREEN CANYON 065 #A060	GC065A60	G05889	608114015300
GREEN CANYON 108 #A017	GC108A17	G14668	608114045202
GREEN CANYON 108 #A021	GC108A21	G14668	608114060701
GREEN CANYON 109 #A001	GC109A01	G05900	608114010000
GREEN CANYON 109 #A002	GC109A02	G05900	608114010600
GREEN CANYON 109 #A003	GC109A03	G05900	608114011200
GREEN CANYON 109 #A005	GC109A05	G05900	608114012100

Asset Name	FWE Acct. Code	Lease Number	API
GREEN CANYON 109 #A010	GC109A10	G05900	608114017300
GREEN CANYON 109 #A011	GC109A11	G05900	608114017800
GREEN CANYON 109 #A015	GC109A15	G05900	608114039502
GREEN CANYON 109 #A018	GC109A18	G05900	608114047603
GREEN CANYON 109 #A031	GC109A31	G05900	608114011900
GREEN CANYON 109 #A032	GC109A32	G05900	608114012303
GREEN CANYON 109 #A033	GC109A33	G05900	608114012401
GREEN CANYON 109 #A034	GC109A34	G05900	608114014401
GREEN CANYON 109 #A035	GC109A35	G05900	608114014700
GREEN CANYON 109 #A036	GC109A36	G05900	608114015000
GREEN CANYON 109 #A037	GC109A37	G05900	608114015200
GREEN CANYON 109 #A039	GC109A39	G05900	608114016000
GREEN CANYON 109 #A041	GC109A41	G05900	608114016500
GREEN CANYON 109 #A042	GC109A42	G05900	608114016701
GREEN CANYON 200 # TA 1 TROIKA	GC200TA01	G12209	608114021600
GREEN CANYON 200 # TA 2 TROIKA	GC200TA02	G12209	608114021702
GREEN CANYON 200 #T A 3 TROIKA	GC200TA03	G12209	608114021800
GREEN CANYON 200 TA3 ST1TROIKA	GC200TA03S	G12209	608114021801
GREEN CANYON 200 # TA 4 TROIKA	GC200TA04	G12209	608114021901
GREEN CANYON 200 # TA 5 TROIKA	GC200TA05	G12209	608114020501
GREEN CANYON 200 # TA 9 ORLOV	GC200TA09	G12209	608114071603
GREEN CANYON 201 # TA 6 TROIKA	GC201TA06	G12210	608114027501
GREEN CANYON 201 #002 ST1 (ORRI)	GC201002	G12210	608114037101
GREEN CANYON 201 #001 ST3 (ORRI)	GC20101ST3	G12210	608114043803
GREEN CANYON 238 SS01 (ORRI)	GC238SS01	G26302	608114044304
GREEN CANYON 243 #SS001 (ORRI)	GC243SS01	G20051	608114027608
GREEN CANYON 243 #SS002 (ORRI)	GC243SS02	G20051	608114034000
GREEN CANYON 243 #SS004 (ORRI)	GC243SS04	G20051	608114041600
GREEN CANYON 243 #SS005 (ORRI)	GC243SS05	G20051	608114045701
GREEN CANYON 244 # T001	GC244001	G11043	608114019700
GREEN CANYON 282 #1ST3 (ORRI)	GC2820103	G16727	608114030804
GREEN CANYON 282 #2ST1 (ORRI)	GC2820201	G16727	608114033701
GREEN CANYON 282 #SS003 (ORRI)	GC282SS003	G16727	608114070701
GREEN CANYON 768 SS02	GC768SS02	G21817	608114044700
GREEN CANYON 768 SS03	GC768SS03	G21817	608114050200
GREEN CANYON 768 SS04	GC768SS04	G21817	608114060900
GREEN CANYON 768 SS01 ST4	GC768SS104	G21817	608114041705
HIGH ISLAND 031 #L001 SL106158	SL10615801	ST-TX 106158	427083037900
HIGH ISLAND 031 #L001 SL106159	SL10615901	ST-TX 106159	427083037800
HIGH ISLAND 031 #L001 SL114921	SL11492101	ST-TX 114921	UNKNOWN



Asset Name	FWE Acct. Code	Lease Number	API
HIGH ISLAND 176 # 2 (ORRI)	HI176002	G27509	427084063900
LAKE COMO UNIT (ORRI)	LAKECOMO	SL-MS 170650	UNKNOWN
MILEY 1-43 (ORRI)	MILEY143	17009	UNKNOWN
MISSISSIPPI CANYON 519 #1 BP1	MC5190101	G27278	608174116201
MISSISSIPPI CANYON 519 #2 BP1	MC5190201	G27278	608174118401
MISSISSIPPI CANYON 519 #3	MC51903	G27278	608174141100
MISSISSIPPI CANYON 563 SS01(ORRI)	MC563SS01	G21176	608174130000
MISSISSIPPI CANYON 698 #1	MC69801	G28022	608174123300
MISSISSIPPI CANYON 782 #1	MC78201	G33757	608174126600
MISSISSIPPI CANYON 782 #2	MC78202	G33757	608174128200
MISSISSIPPI CANYON 793 A-4 (ORRI)	MC793A04	G33177	608104015200
MISSISSIPPI CANYON 793 A-8 (ORRI)	MC793A08	G33177	608104015900
MISSISSIPPI CANYON 948 #2 ST2	MC94802	G28030	608174114902
MISSISSIPPI CANYON 948 #3	MC94803	G28030	608174118801
MISSISSIPPI CANYON 948 #4	MC94804	G28030	608174129900
MISSISSIPPI CANYON 992 #1	MC99201	G24133	608174125200
RF FEDERAL 1 (ORRI)	RFFEDERAL1	ST-MS 230150	230372096200
RF FEDERAL 2 (ORRI)	RFFEDERAL2	ST-MS 231240	2303720983
SAN LEON GAS UNIT 1-ST2	SANLEONG2	ST-TX 185633	421673134500
SAN LEON GAS UNIT A 2	SANLEONGA2	ST-TX 234082	UNKNOWN
SAN LEON GAS UNIT B-1	SANLEONGB1	ST-TX 255675	421673145400
SAN LEON UNIT SWD 1	SANLEONU1	ST-TX 24318	421673131900
SOUTH MARSH IS 040 #B001	SM040B01	G13607	177074083600
SOUTH MARSH IS 040 #B005 (D01)	SM040B05	G13607	177074085700
SOUTH MARSH IS 040 #B007 (D01)	SM040B07	G13607	177074089800
SOUTH MARSH IS 040 #JA001	SM040J01	G13607	177074063602
SOUTH MARSH IS 040 #JA002	SM040J02	G13607	177074069100
SOUTH MARSH IS 041 #016	SM04116	G01192	177074091800
SOUTH MARSH IS 041 #B002	SM041B02	G01192	177074084901
SOUTH MARSH IS 041 #B003	SM041B03	G01192	177074085300
SOUTH MARSH IS 041 #B004	SM041B04	G01192	177074085400
SOUTH MARSH IS 041 #B006	SM041B06	G01192	177074087600
SHIP SHOAL 079 #A002	SS079A02	G15277	177114134300
SHIP SHOAL 301 #A001	SS301A0100	G10794	177124044301
SHIP SHOAL 301 #A002	SS301A02	G10794	177124053200
SHIP SHOAL 301 #A004	SS301A0400	G10794	177124063100
SHIP SHOAL 301 #A005	SS301A0500	G10794	177124068500
SOUTH TIMBALIER 287 #A008 ST2	ST287A0802	G24987	177164034802
SOUTH TIMBALIER 308 #A001	ST308A0100	G21685	177164028000
SOUTH TIMBALIER 308 #A002 ST1	ST308A0101	G21685	177164028701

Asset Name	FWE Acct. Code	Lease Number	API
SOUTH TIMBALIER 308 #A003	ST308A0300	G21685	177164030600
SOUTH TIMBALIER 308 #A004	ST308A0400	G21685	177164030900
SOUTH TIMBALIER 308 #A005 ST1	ST308A0501	G21685	177164032901
SOUTH TIMBALIER 308 #A006 BP1	ST308A0601	G21685	177164033301
SOUTH TIMBALIER 308 #A007 BP1	ST308A0701	G21685	177164033804
STATE TRACT 086 R1L	STTR86R1L	ST-TX 172916	420713213700
STATE TRACT 086 R1U	STTR86R1U	ST-TX 172915	420713213700
STATE TRACT 087-10 U (F-12 SD)	STTR8710U	ST-TX 5797	420713194600
STATE TRACT 087-11 U (F-8 SD)	STTR8711U	ST-TX 5797	42071319761
STATE TRACT 087-12	STTR8712	TX Onshore	420713216700
STATE TRACT 087-8 (F-5 SD)	STTR8708	TX Onshore	4207102787
STATE TRACT 088-12B (F-5 SD)	STTR8812B	TX Onshore	420713029900
STATE TRACT 088-5B-L (F-5 SD)	STTR8805B	ST-TX 5749	420710276702
STATE TRACT 088-7B-L (F-8 SD)	STTR8807BL	TX Onshore	420710276602
STATE TRACT 088-7B-U (F-5 SD)	STTR8807BU	TX Onshore	420710276601
STATE TRACT 330 2R	STTR3302R	ST-TX 234082	421673132400
STATE TRACT 330-01	STTR33001	ST-TX 24318	421673131400
STATE TRACT 331-05	STTR33105	ST-TX 178537	4216731320
STATE TRACT 331-06	STTR33106	ST-TX 183756	4216731342
STATE TRACT 331-08	STTR33108	ST-TX 207398	421673140500
STATE TRACT 331-09	STTR33109	ST-TX 191681	4216731304
SUE FULLER #2	SUEFUL2	13911	42734663
VAUGHEY 1	VAUGHEY1	ST-TX 230140	230372095400
VERMILION 078 #A001	VR078A0100	G04421	177054077800
VERMILION 078 #A002 ST2	VR078A0202	G04421	177054047903
VERMILION 078 #A003 ST2	VR078A0302	G04421	177054102402
VERMILION 229 #A001	VR229A01	G27070	177054127100
VERMILION 362 #005	VR36205	G10687	177064073900
VERMILION 362 #A003	VR362A0300	G10687	177064070400
VERMILION 362 #A007	VR362A07	G10687	177064089501
VERMILION 362 #B001	VR362B0100	G10687	177064072800
VERMILION 362 #B002	VR362B0200	G10687	177064073600
VERMILION 362 #B005	VR362B0500	G10687	177064087901
VERMILION 363 #B003	VR363B0301	G09522	177064074101
VERMILION 371 #A001	VR371A0100	G09524	177064068100
VERMILION 371 #A002	VR371A0200	G09524	177064068800
VERMILION 371 #A004	VR371A0400	G09524	177064070800
VERMILION 371 #A005	VR371A0500	G09524	177064072500
VERMILION 371 #A006	VR371A0600	G09524	177064089101
VERMILION 371 #B004	VR371B0400	G09524	177064074801

Asset Name	FWE Acct. Code	Lease Number	API
WEST YELLOW CREEK UNIT (ORRI)	WYELLOWCRE	SL-MS 23017	UNKNOWN

[There are no depth restrictions or limitations applicable to any Acquired Interests set forth in this Exhibit.]

[End of Exhibit C]

**Exhibit D**  
**Platforms and Facilities**

**Part 1. Co-Owned Platforms and Facilities**

**Platforms**

Asset Name	FWE Acct. Code	Complex ID	Lease Number	Area/Block	WI
GRAND ISLE 039 P/F-Q	GI39QPLT	24255	00127	GI039	25.0%
GRAND ISLE 040 P/F-G	GI40GPLT	20043	00128	GI040	25.0%
GRAND ISLE 040 P/F-M	GI40MPLT	24214	00128	GI040	25.0%
GRAND ISLE 041 P/F-D	GI041PFD	20020	00129	GI041	25.0%
GRAND ISLE 041 P/F-B	GI41BPLT	20575	00129	GI041	25.0%
GRAND ISLE 041 P/F-E	GI41EPLT	20032	00130	GI041	25.0%
GRAND ISLE 041 P/F-H	GI41HPLT	23557	00130	GI041	25.0%
GRAND ISLE 041 P/F-I	GI41ICAS	766	00132	GI041	25.0%
GRAND ISLE 042 P/F-C	GI42CPLT	20018	00131	GI042	25.0%
GRAND ISLE 042 P/F-F	GI42FPLT	21859	00131	GI042	25.0%
GRAND ISLE 043 P/F-AC-CMP	GI043PFAC	20021	00175	GI043	25.0%
GRAND ISLE 043 P/F-AP-QRT	GI43APPLT	20221	00175	GI043	25.0%
GRAND ISLE 043 P/F-AQ-QRT	GI43AQPLT	20021	00175	GI043	25.0%
GRAND ISLE 043 P/F-AR-RSR	GI43ARPLT	20021	00175	GI043	25.0%
GRAND ISLE 043 P/F-AS-SEP	GI43ASPLT	20021	00175	GI043	25.0%
GRAND ISLE 047 P/F-A	GI47APLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-AP	GI47APPLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-AQ-QTRS	GI47AQPLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-AX (BRACE)	GI47AXPLT	20046	00133	GI047	25.0%
GRAND ISLE 047 P/F-L	GI47LPLT	22847	00133	GI047	25.0%
GRAND ISLE 047 P/F-O	GI47OPLT	2006	00133	GI047	25.0%
GRAND ISLE 048 P/F-E	GI48EPLT	20194	00134	GI048	25.0%
GRAND ISLE 048 P/F-J	GI48JPLT	20673	00134	GI048	25.0%
GRAND ISLE 048 P/F-P	GI48PPLT	22891	00134	GI048	25.0%
GRAND ISLE 116 P/F-A	GI116APLT	686	G13944	GI116	50.0%
SOUTH MARSH IS 149 P/F-C	SM149CPLT	1027	G02592	SM149	50.0%
SOUTH TIMBALIER 053 P/F-4	ST053PF4	22768	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-6	ST053PF6	24184	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-A	ST053PFA	22421	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-A-AUX	ST053PFAAX	22421	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-C (5)	ST053PFC5	23534	G04000	ST053	50.0%
SOUTH TIMBALIER 053 P/F-I	ST053PFI	22512	G04000	ST053	50.0%
WEST DELTA 068 P/F-U	WD68UPLT	29935	00180	WD068	25.0%
WEST DELTA 070 P/F-D	WD070PFD	20015	00182	WD070	25.0%
WEST DELTA 070 P/F-I	WD070PFI	21805	00182	WD070	25.0%
WEST DELTA 070 P/F-L	WD070PFL	21805	00182	WD070	25.0%
WEST DELTA 070 P/F-FF	WD070PFFF	2035	00182	WD070	25.0%
WEST DELTA 071 P/F-E	WD71EPLT	20047	00838	WD071	25.0%
WEST DELTA 071 P/F-O	WD071OPLT	20510	00838	WD071	25.0%
WEST DELTA 094 P/F-V	WD094PFV	20036	00839	WD094	25.0%

Asset Name	FWE Acct. Code	Complex ID	Lease Number	Area/Block	WI
WEST DELTA 095 P/F-S	WD095PFS	21270	G01497	WD095	25.0%
WEST DELTA 095 P/F-X	WD095PFX	21270	G01497	WD095	25.0%
Asset Name	FWE Acct. Code	Complex ID	RUE Number	Area/Block	WI
[SOUTH MARSH ISLAND 132 P/F B		21982	G30329	SM 132	50%]
SOUTH TIMBALIER 68 CAISS. #1	ST681CAS	24108	G30267	ST 68	20.334%

## **Facilities**

Name	State	Parish	Seller	Legal Description	Associated Assets
GRAND ISLE TANK BAT	Louisiana	Jefferson	FEO	PART OF ORIG LOT 8 SEC 32 T21S R25E CONTAINS 0.5286 ACRES as further described in COB 1054/Pg 851, COB 2913/Pg 442, COB 3036/Pg 728, COB 3046/Pg 80, COB 3082/Pg 294, COB 3171/Pg 69 and COB 3171/Pg 70 of the conveyance records of Jefferson Parish, Louisiana	the Co-Owned Leases in the Grand Isle unit and in the Grand Isle/West Delta unit

## **Part 2. Other Platforms and Facilities**

### **Platforms**

Asset Name	FWE Acct. Code	Complex ID	Lease Number	Area/Block	WI
BRETON SOUND 025 P/F-A	BS025CAS	2532	G31442	BS025	25.0%
BRETON SOUND 052 P/F-A	BS052PFA		SL-LA 17860	BS052	50.0%
BRETON SOUND 053 P/F-CF	BS053PFCF		Onshore	BS053	50.0%
GREEN CANYON 065 P/F-A	GC065PFA	23552	G05889	GC065	49.0%
HIGH ISLAND 030 P/F-L	HI030PFL		SL-TX 11408	HI030	100.0%
SHIP SHOAL 079 P/F-A	SS79PFA	913	G15277	SS079	100.0%
SHIP SHOAL 301 P/F-A	SS301PFA	32027	G10794	SS301	100.0%
SOUTH TIMBALIER 308 P/F-A	ST308APLT	1500	G21685	ST308	100.0%
VERMILION 078 P/F-A	VR78APLT	23674	G04421	VR078	100.0%
VERMILION 229 P/F-A	VR229PFA	2261	G27070	VR229	50.0%
VERMILION 362 P/F-B	VR362PFB	27064	G10687	VR362	100.0%
VERMILION 371 P/F-A	VR371PFA	27021	G09524	VR371	100.0%
Asset Name	FWE Acct. Code	Complex ID	RUE Number	Area/Block	WI
SOUTH MARSH ISLAND 40 P/F B	SM040PSB	1266	G13607	SM 40	100%
SOUTH MARSH ISLAND 40 P/F JA	SM040PFJA	27017	G13607	SM 40	100%
SHIP SHOAL 80 P/F A	SS080PFA	23548	G30201	SM 40	100%

**Facilities**

Name	State	County/Parish	Seller	Legal Description	Associated Assets
FIELDWOOD NORTH CARENCRO	Louisiana	Lafayette	Fieldwood	TR 2A-1 SEC 71 T8S R4E (2.508 AC)(236.95X461) PART TR 2A SEC 71 T8S R4E (20X647.77X203.61X31.81X236.08X461), all as further described in that Act of Cash Sale recorded at File No. 2013-42702 of the conveyance records of Lafayette Parish, Louisiana	Warehouse for P&A
EAGLE POINT	Texas	Galveston	Fieldwood Onshore		
SAN LEON PROD FACILITY	Texas	Galveston	Fieldwood Onshore	Blocks 138/139 out of the San Leon Townsite & Subdivision out of the Amos Edwards Survey A-10	ST-TX 24318 ST-TX 185633 ST-TX 234082 ST-TX 255675

[End of Exhibit D]



**Exhibit D-1**  
**Inventory**

[Attached]

Exhibit D-1 – Page 1

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	54401		WH/B42/S1	LINER: PWR CYL		EA		1	3,975.83	100.0%	3,975.83
North Warehouse	Fieldwood	54402		WH/B42/FLR	PSTN/ROD ASSY: 10-1/2", GMWA,		EA		1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	54403		WH/B42/FLR	PSTN/ROD ASSY: 28", GMWA, ROD		EA		1	21,498.05	100.0%	21,498.05
North Warehouse	Fieldwood	54406		WH/B42/S1	PSTN: 18", PISTON, GMVC 1ST STGE		EA		1	19,676.18	100.0%	19,676.18
North Warehouse	Fieldwood	54407		B3/B3/S2	LINER: 2ND STGE CYL		EA		1	2,542.05	100.0%	2,542.05
North Warehouse	Fieldwood	54408		WH/B41/S2	LINER: GMVC 1ST STGE		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	54409		WH/B37/FL	HD: 2ND STGE CRNKEND		EA		1	4,372.48	100.0%	4,372.48
North Warehouse	Fieldwood	54411		WH/SE Wall/FLR	CRKSHFT: GMVA/GMVC- 12		EA		1	82,650.64	100.0%	82,650.64
North Warehouse	Fieldwood	54412		WH/SE Wall/FLR	CRKSHFT: GMVA/GMVC- 12		EA		2	81,082.47	100.0%	81,082.47
North Warehouse	Fieldwood	54419		B3/B3/S2	PMP: GMVA LUBE OIL		EA		1	5,829.98	100.0%	5,829.98
North Warehouse	Fieldwood	54420		WH/FL	CRSHD ASSY: GMVA/VC/VH		EA		1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54421		WH/B41/FL	CRSHD ASSY: GMVA/VC/VH		EA		1	6,095.65	100.0%	6,095.65
North Warehouse	Fieldwood	54422		WH/FL	CRSHD ASSY: GMVA/VC/VH		EA		1	7,703.92	100.0%	7,703.92
North Warehouse	Fieldwood	54445		B3/B3/S2	GEAR: GMVC BLOWER DRV		EA		1	3,352.24	100.0%	3,352.24
North Warehouse	Fieldwood	54447		WH/B42/FLR	PSTN/ROD ASSY: 18", 1ST STGE		EA		1	14,956.39	100.0%	14,956.39
North Warehouse	Fieldwood	54448		WH/B42/S1	LINER: 18", 1ST STGE		EA		1	1,967.62	100.0%	1,967.62
North Warehouse	Fieldwood	54449		WH/B42/S1	COMPRSSR		EA		1	1,785.43	100.0%	1,785.43
North Warehouse	Fieldwood	54450		WH/B41/S2	LINER: 15", 2ND STGE		EA		1	1,909.90	100.0%	1,909.90
North Warehouse	Fieldwood	54452		B3/B1/S1	LINER: 9-3/4", 3RD STGE COMPRSSR		EA		1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54456		WH/B42/FLR	GEAR: GMV3-FB, PARTCO BLOWER W/HUB		EA		1	2,399.73	100.0%	2,399.73
North Warehouse	Fieldwood	54457		WH/B43/S1	PSTN/ROD ASSY: 9-3/4", 3RD STGE		EA		1	16,032.44	100.0%	16,032.44
North Warehouse	Fieldwood	54458		WH/B43/FLR	PSTN/ROD ASSY: 9-5/8", GMWA,		EA		1	18,636.17	100.0%	18,636.17
North Warehouse	Fieldwood	54460		B3/B2/FLR	PSTN/ROD ASSY: 17-1/4", GMVA-8 1ST S TGE		EA		1	18,636.17	100.0%	18,636.17
North Warehouse	Fieldwood	54468		B3/B2/S3	ROD: ALL GMV PWR PISTON		EA		2	1,821.87	100.0%	1,821.87
North Warehouse	Fieldwood	54469		WH/B41/FLR	PMP: GMVA H2O W/GSKTS		EA		1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	54480		WH/B43/FLR	CRSHD ASSY: GMVA/VC/VH		EA		1	13,051.81	100.0%	13,051.81
North Warehouse	Fieldwood	54481		Bay3/N Wall/FLR	PSTN/ROD ASSY: 16-1/4", 2ND STGE,		EA		1	18,408.45	100.0%	18,408.45
North Warehouse	Fieldwood	54486		WH/B43/FLR	PSTN/ROD ASSY: GMWE PWR, FITS GMWE-12		EA		1	3,223.36	100.0%	3,223.36
North Warehouse	Fieldwood	56001		WH/B41/S1	PSTN/ROD ASSY: GMWA		EA		1	21,945.24	100.0%	21,945.24
North Warehouse	Fieldwood	56002		WH/B41/S1	BEARING: TLA COMPRSSR RD, BEARING		EA		5	725.83	100.0%	725.83
North Warehouse	Fieldwood	56002		WH/B41/S1	BEARING: TLA MAIN		EA		7	635.76	100.0%	635.76

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	56633		B3/B5B53	KT: RPR CYL, TLA PWR		EA		5	725.10	100.0%	725.10
North Warehouse	Fieldwood	56644		B3/B4/S2	SPRCKT: TLA CRNKSHT		EA		1	6,085.04	100.0%	6,085.04
North Warehouse	Fieldwood	56645		B3/B4/S3	SPRCKT: TLA		EA		1	3,377.74	100.0%	3,377.74
North Warehouse	Fieldwood	56646		B3/B3/S2	SPRCKT: HYD PUMP & DRV		EA		1	2,135.23	100.0%	2,135.23
North Warehouse	Fieldwood	56648		WH/B41/S1	LINE: CYL, TLA 2ND STG		EA		1	7,817.91	100.0%	7,817.91
North Warehouse	Fieldwood	56653		WH/B43/S2, TOP IN BACK	PSTN: TLA 2ND STGE		EA		1	20,689.57	100.0%	20,689.57
North Warehouse	Fieldwood	56654		WH/B44/S1	PSTN: TLA 1ST STGE		EA		1	22,170.79	100.0%	22,170.79
North Warehouse	Fieldwood	56657		B3/B4/FLR	PMP: SHFT, TLA IDLER		EA		1	1,136.85	100.0%	1,136.85
North Warehouse	Fieldwood	56658		B3/B4/S3	PMP: SHFT, TLA DRIVE		EA		1	3,188.27	100.0%	3,188.27
North Warehouse	Fieldwood	56659		B3/B4/S3	PMP: SHFT, TLA WATER PUMP		EA		1	1,789.07	100.0%	1,789.07
North Warehouse	Fieldwood	56663		WH/B41/S2	SHOE: TLA TPE XHD SLIPPER		EA		1	2,514.18	100.0%	2,514.18
North Warehouse	Fieldwood	56695		B3/B4/FLR	NUT: TLA CONNECTING ROD		EA		4	397.17	100.0%	397.17
North Warehouse	Fieldwood	56744		B3/B4/FLR	GEAR: TLA BULL TIMING CNTRL		EA		1	1,898.39	100.0%	1,898.39
North Warehouse	Fieldwood	56746		B3/B4/S3	GEAR: TLA OIL PUMP		EA		2	3,800.42	100.0%	3,800.42
North Warehouse	Fieldwood	56771		B3/B4/FLR	LABYRINTH: TLA TURBINE		EA		1	1,745.35	100.0%	1,745.35
North Warehouse	Fieldwood	56772		B3/B4/FLR	LABYRINTH: TLA		EA		2	626.73	100.0%	626.73
North Warehouse	Fieldwood	56779		B3/B4/FLR	CARRIER: TLA BULL GEAR		EA		3	1,286.24	100.0%	1,286.24
North Warehouse	Fieldwood	56780		B3/B4/FLR	CARRIER: TLA IDLER GEAR		EA		3	1,187.86	100.0%	1,187.86
North Warehouse	Fieldwood	56782		B3/B4/FLR	LINKAGE: TLA LWR/CNTRL		EA		2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56788		B3/B4/FLR	SHFT COMPRESSR: TLA TIMER DR		EA		2	739.68	100.0%	739.68
North Warehouse	Fieldwood	56799		B3/B4/S3	VLV: TLA FUEL		EA		6	2,288.27	100.0%	2,288.27
North Warehouse	Fieldwood	56800		B3/B5/S3	SPRCKT: TLA CRNKSHT		EA		1	6,512.01	100.0%	6,512.01
North Warehouse	Fieldwood	56802		WH/B44/S2	PSTN/ROD ASSY: TLA		EA		1	9,300.03	100.0%	9,300.03
North Warehouse	Fieldwood	56806		B3/B6/S1	MATL NO DRAW TYP E ROD: TLA W/LCKNG STDSS & PN SZ W/RD CAP		EA		1	24,799.27	100.0%	24,799.27
North Warehouse	Fieldwood	56808		B3/B3/S2	WHEEL: TLA TRBN		EA		1	23,760.81	100.0%	23,760.81
North Warehouse	Fieldwood	56809		WH/B30/S1	SCRN ASSY: TLA DWG		EA		1	3,917.02	100.0%	3,917.02
North Warehouse	Fieldwood	56810		B3/B4/S3	JT: EXPNSN, TLA		EA		2	1,435.63	100.0%	1,435.63
North Warehouse	Fieldwood	56811		B3/B1/S2	JT: EXPNSN, TLA EXHAUST		EA		1	980.17	100.0%	980.17
North Warehouse	Fieldwood	56815		B3/B10/S2	INTCLR ASSY: TLA SCAV AIR		EA		6	4,339.69	100.0%	4,339.69
North Warehouse	Fieldwood	56816		B3/B4/FLR	NUT: TLA ROD ALL STGS		EA		1	1,012.96	100.0%	1,012.96
North Warehouse	Fieldwood	56817		B3/B4/S3	RING: TLA TURB NOZZLE		EA		2	8,435.25	100.0%	8,435.25
North Warehouse	Fieldwood	58585		WH/SE Wall/FLR	CRNKSHT		EA		1	15,303.69	100.0%	15,303.69
North Warehouse	Fieldwood	59286		WH/B43/S1	PSTN/ROD ASSY: 9-3/4", GMV, W/ 3" ROD		EA		1	12,227.14	100.0%	12,227.14
North Warehouse	Fieldwood	71926		Bay3/N Wall/FLR	STDSS: STEP, CYL, W/ NUTS 4 SUCT		EA		24	72.87	100.0%	72.87
North Warehouse	Fieldwood	71936		B2/B1/S2	CYL: HYD, /BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25
North Warehouse	Fieldwood	71937		B2/B1/S2	CYL, HYD, /BRD, UNRPRD		EA		1	1,020.25	100.0%	1,020.25

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	71939		B2/B4/S	CYL: COMPRESS, 8", W/ ALL HD STDDS & NTS		EA		1	6,558.73	100.0%	6,558.73
North Warehouse	Fieldwood	71948		B2/B5/S1	VLV CHR: UNRPR'D		EA		8	153.04	100.0%	153.04
North Warehouse	Fieldwood	71952		B2/B1/S2	CYL: COMPRESS, 8", W/IB HEAD & P. GL ND		EA		1	3,497.99	100.0%	3,497.99
North Warehouse	Fieldwood	71955		B2/B4/S1	PSTN: COMP. C.I., W/2 STEEL DONUTS		EA		1	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	71971		B2/B1/S2	PSTN/ ROD ASSY: X 2", NO RINGS, TUNGSTEN		EA		1	1,289.88	100.0%	1,289.88
North Warehouse	Fieldwood	71975		B2/B1/S2	CRSSH: GUIDE, WBF-74, BORE		EA		1	3,279.36	100.0%	3,279.36
North Warehouse	Fieldwood	71977		B2/B1/S2	DIST PC: WBF-74, NEW OEM 14" CYL		EA		1	2,040.49	100.0%	2,040.49
North Warehouse	Fieldwood	71980		WH/B29/S1	FAN ASSY: 7 BLADE 132" DIA AIR-X-CHANGER		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	71983		WH/B29/S1	FAN BLDES: FIBERGLASS 62" X 11-1/1 4" W		EA		6	364.37	100.0%	364.37
North Warehouse	Fieldwood	72001		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72002		WH/B8/S2	PMP ASSY: LUBE, MVS, W/ ATMOS IND. &		EA		1	2,186.24	100.0%	2,186.24
North Warehouse	Fieldwood	72013		WH/B8/FLR	HD: CYL, PWR, RECOND		EA		2	1,311.75	100.0%	1,311.75
North Warehouse	Fieldwood	72025		WH/B38/S1	MANIFOLD: INTAKE		EA		2	728.75	100.0%	728.75
North Warehouse	Fieldwood	72027		WH/B36/S1	MANIFOLD: EXHST, P9390, SECTIONS		EA		3	655.87	100.0%	655.87
North Warehouse	Fieldwood	72037		WH/B6/S2	ROD: CONN, P9390, US'D		EA		16	510.12	100.0%	510.12
North Warehouse	Fieldwood	81982		B3/B2/FLR	ROD: ARTIC'LD, GMVC		EA		1	1,366.40	100.0%	1,366.40
North Warehouse	Fieldwood	81984		B3/B4/S3	SPRCKT: TLA SGL SPLIT		EA		1	6,635.24	100.0%	6,635.24
North Warehouse	Fieldwood	81985		B3/B4/FLR	SPRCKT: TLA IDLER W/PUMP		EA		1	1,923.89	100.0%	1,923.89
North Warehouse	Fieldwood	81987		WH/B41/S2	SHOE: GMVC XHD		EA		1	1,689.76	100.0%	1,689.76
North Warehouse	Fieldwood	89087		WH/B43/S1	PSTN/ROD ASSY: SZ 28" USD C7120-3A 3172		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	96073		WH/B8/S2	PMP HYD: 5.2gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	96074		WH/B8/S2	PMP HYD: 1.9gpm		EA		1	9,793.64	100.0%	9,793.64
North Warehouse	Fieldwood	112605		B3/B8/FLR	KT: RPR VRA		EA		3	852.63	100.0%	852.63
North Warehouse	Fieldwood	112606		B3/B10/S1	VLV		EA		3	1,093.12	100.0%	1,093.12
North Warehouse	Fieldwood	112608		B3/B10/S1	VLV		EA		6	655.87	100.0%	655.87
North Warehouse	Fieldwood	197167		WH/B25/S2	TRECHGR: VTC254 BBC W/MINTNG GSKT		EA		1	33,066.91	100.0%	33,066.91
North Warehouse	Fieldwood	200368		WH/B30/FLR	ROTOR ASSY, DEEPWELL PUMP		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	200371		B2/B10/FLR	CYL: WRTHGTN SIZE 9- 1/4"		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200372		B2/B11/FLR	CYL: WRTHGTN, SIZE 7"		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200379		B2/B11/FLR	CYL: WRTHGTN SIZE 7.007		EA		1	9,838.09	100.0%	9,838.09
North Warehouse	Fieldwood	200380		WH/B5/S2	IMPELLER: TURBINE		EA		1	16,560.78	100.0%	16,560.78
North Warehouse	Fieldwood	200381		WH/B5/S2	IMPELLER: 'C30' B STG, SOLAR		EA		1	17,289.53	100.0%	17,289.53
North Warehouse	Fieldwood	200387		WH/B11/S1	COMPR: AIR		EA		1	6,194.35	100.0%	6,194.35
North Warehouse	Fieldwood	200390		WH/B27/S2	GEAR: BX TYPE, 206HS, RAT 1.262-1		EA		1	29,149.89	100.0%	29,149.89

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
North Warehouse	Fieldwood	200400		WH/B5/S2	BEARING ASSY: C30 SLR GC DMPR SUCT		EA		1	21,060.80	100.0%	21,060.80
North Warehouse	Fieldwood	200401		WH/B5/S2	BEARING ASSY: C30 DIS SLR GC TILT PAD		EA		1	18,346.21	100.0%	18,346.21
North Warehouse	Fieldwood	200414		B2/B7/S1	CYL: 6, WRTHGTN COMPRSSR		EA		1	8,744.97	100.0%	8,744.97
North Warehouse	Fieldwood	200421		B2/B9/FLR	CYL: 15", COMPRSSR, NO STDDSF/VLV CAPS		EA		1	14,574.95	100.0%	14,574.95
North Warehouse	Fieldwood	200422		B2/B5/S1	CYL: 9", COMPRSSR #10674-E I/R -RDS		EA		1	10,931.21	100.0%	10,931.21
North Warehouse	Fieldwood	200423		B2/B11/S1	CYL: 11-1/4", COMPRSSR WJ/11.287 BORE		EA		1	13,117.45	100.0%	13,117.45
North Warehouse	Fieldwood	200424		B2/B5/S2	CYL: 5", COMPRSSR I/R- RDS		EA		1	9,327.97	100.0%	9,327.97
North Warehouse	Fieldwood	200426		WH/B20/S1	TURBINE		EA		1	3,643.74	100.0%	3,643.74
North Warehouse	Fieldwood	202849		YD/R4	HEAT EXCHNGR		EA		1	22,226.79	100.0%	22,226.79
North Warehouse	Fieldwood	202850		WH/B38/FLR	PMP: CM5D 4X6X10.5		EA		1	65,000.00	100.0%	65,000.00
North Warehouse	Fieldwood	202854		Bay 6	COMPR: PKG		EA		1	22,117.48	100.0%	22,117.48
North Warehouse	Fieldwood	202876		YD/R4	ENG: NG 399		EA		1	-	100.0%	-
North Warehouse	Fieldwood	227188		B3/B6/S1	CYL: CPR GMWA-9-1A PWR CYLINDERS		EA		1	7,651.85	100.0%	7,651.85
North Warehouse	Fieldwood	228011		Bay 2	PSTN/ROD ASSY: 29-1/2", CPR F/ V250 COM		EA		1	-	100.0%	-
North Warehouse	Fieldwood	228012		B2/B2/S1	PSTN ROD: I/R RDS 2.125 IN CRBDE CTD		EA		1	2,379.02	100.0%	2,379.02
North Warehouse	Fieldwood	229324		WH/B44/S1	PSTN/ROD ASSY: TLA COMPRSSR		EA		1	4,733.25	100.0%	4,733.25
North Warehouse	Fieldwood	233282		Linear Controls	ENG:NG,235hp,1200rpm		EA		1	26,909.80	100.0%	26,909.80
North Warehouse	Fieldwood	233305		B1/Floor	ENG:DIESEL, 318hp, 8,210 0rpm		EA		1	13,481.83	100.0%	13,481.83
North Warehouse	Fieldwood	233453		Yard/Row 3	GEN:DIESEL, 30KW, 208/48 0V, AC, 1800rpm, 3ph		EA		1	9,291.53	100.0%	9,291.53
North Warehouse	Fieldwood	241167		B2/B6/FLR	CYL: 28", VRA CLRK COMPRSSR		EA		1	3,079.21	100.0%	3,079.21
North Warehouse	Fieldwood	241168		B2/B7/FLR	CYL: 17", VRA CLRK COMPRSSR		EA		1	2,309.41	100.0%	2,309.41
North Warehouse	Fieldwood	241169		B2/B2/FLR	CYL: 9, VRA CLRK COMPRSSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241173		WH/B44/FL	PSTN/ROD ASSY: VRA CLRK COMPRSSR		EA		1	1,539.61	100.0%	1,539.61
North Warehouse	Fieldwood	241179		WH/B1/Floor	HD: VRA CLRK O/BRD UNLDR		EA		1	3,849.02	100.0%	3,849.02
North Warehouse	Fieldwood	241181		B10K/B36/S1	VLV CHR: VRA CLRK VLV CHRS F/13"		EA		12	173.21	100.0%	173.21
North Warehouse	Fieldwood	241182		B3/B10, 11, 12/FLR	PSTN: VRA CLRK PWR		EA		6	2,169.33	100.0%	2,169.33
North Warehouse	Fieldwood	241185		B3/B9/S1	ROD: VRA CLRK ART CONN		EA		1	11,708.19	100.0%	11,708.19
North Warehouse	Fieldwood	241189		B3/B10/S3	PIN: WRIST, VRA CLRK PWR PISTON		EA		4	1,255.26	100.0%	1,255.26
North Warehouse	Fieldwood	241191		B3/B8/S1	TENSIONER: VRA CLRK CHAIN		EA		2	1,196.78	100.0%	1,196.78
North Warehouse	Fieldwood	241202		B3/B2/S2	GVRNR: GMVC-12		EA		1	8,409.66	100.0%	8,409.66
North Warehouse	Fieldwood	241203		B3/B1/FLR	JUMPER: H2O, GMVC-12 HD TO CYL		EA		12	148.50	100.0%	148.50
North Warehouse	Fieldwood	241205		B3/B3/S2	JUMPER: H2O, GMVC-12 CYL TO RAIL		EA		6	111.47	100.0%	111.47

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North Warehouse	Fieldwood	241216		B3/B3/S3	EXHST: ELBOW, GMVC-12, GMVA-34-2C		EA		4	857.27	100.0%	857.27
North Warehouse	Fieldwood	251608		B2/Yard	ENG		EA		1	-	100.0%	-
North Warehouse	Fieldwood	252667		B2/B5/S2	CYL: 6", WHT SUPR COMPRESSR CMPLT		EA		1	4,862.67	100.0%	4,862.67
North Warehouse	Fieldwood	323171		WH/B41/S1	PSTN: RING FOR 23.00" PISTON		EA		2	238.14	100.0%	238.14
North Warehouse	Fieldwood	323172		WH/B41/S1	PSTN: RING FOR 16.50" PISTON		EA		2	223.27	100.0%	223.27
North Warehouse	Fieldwood	323173		WH/B41/S1	PSTN: RING FOR 10.50" PISTON		EA		3	139.85	100.0%	139.85
North Warehouse	Fieldwood	326861		WH/B41/FLR	PSTN: 10.50", PART #579-062-001		EA		1	6,451.03	100.0%	6,451.03
North Warehouse	Fieldwood	326862		WH/B44/FLR	PSTN: ROD FOR 10.50", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326863		WH/B44/FLR	PSTN: ROD FOR 23.00", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	326864		WH/B44/FLR	PSTN: ROD FOR 16.50", PISTON		EA		1	3,373.74	100.0%	3,373.74
North Warehouse	Fieldwood	328243		WH/B41/FLR	PSTN: 16.50", PART #579-082-201		EA		1	18,426.94	100.0%	18,426.94
North Warehouse	Fieldwood	329558		Linear Controls	ENG:NG,423hp,12.7in,H2 0.900rpm		EA		1	84,000.00	100.0%	84,000.00
North Warehouse	Fieldwood	333387		WH/B41/FLR	PSTN: 23.00", PART #579-303-201		EA		1	33,442.43	100.0%	33,442.43
North Warehouse	Fieldwood	348619		B1/B1/S1	MTR,ELEC:TEFC,3600rpm, 150hp,445LIP		EA		1	7,220.06	100.0%	7,220.06
North Warehouse	Fieldwood	370132		Linear Controls	ENG:NG,85-220hp,1905in3,6.7IN		EA		1	60,750.95	100.0%	60,750.95
North Warehouse	Fieldwood	500133		Fluid Crane	SUMP TANK,4"WX10"LX4"H,ATM OS,EXT,16" PFLA		EA		1	26,250.00	100.0%	26,250.00
LAF-Southpark	Halliburton	ZCUSSH101603791		P7010	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200 TA-3	EA		1	5,135.00	100.0%	5,135.00
LAF-Southpark	Halliburton	ZCUSSH101398678		C019	COMB CPLG,3 1/2-12 UN-2B X 3 1/2 APNU	SHELL TROIKA GC 200	EA		1	826.00	100.0%	826.00
LAF-Southpark	Halliburton	ZCUSSH101522287		C585	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		1	914.85	100.0%	914.85
LAF-Southpark	Halliburton	ZCUSSH101522287		C585	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		1	914.85	100.0%	914.85
LAF-Southpark	Halliburton	ZCUSSH101522287		C500	LOC,NO-GO,3 1/2-9.20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		1	914.85	100.0%	914.85
LAF-Southpark	Halliburton	ZCUSSH101603543		C010	SUB,BOT,MGP,5 1/2-10 UNS-2A X 5 1/4-10	SHELL TROIKA GC 200	EA		1	917.92	100.0%	917.92
LAF-Southpark	Halliburton	ZCUSSH101603791		P048	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		C585	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		C585	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101603791		P7010	TECHHOLD PKR,7,32-35,3.880	SHELL TROIKA GC 200	EA		1	4,022.68	100.0%	4,022.68
LAF-Southpark	Halliburton	ZCUSSH101652773		C5006	UN,2.750,S13CR,3 1/2-9.2 VARST1,B-P	SHELL TROIKA GC 200	EA		1	728.83	100.0%	728.83
LAF-Southpark	Halliburton	ZCUSSH101858738		C5011	PKR,7,32-35,4 1/2-4 AC-2G-LH,SCB	SHELL TROIKA GC 200	EA		1	6,494.54	100.0%	6,494.54
LAF-Southpark	Halliburton	ZCUSSH101939766		C585	LOC,NO-GO,4-13.20 VARST1 X 3 1/2-12 UN-2	SHELL TROIKA GC 200	EA		1	793.54	100.0%	793.54



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LAF-Southpark	Halliburton	ZCUSSH101939766		C585	LOC,NO-GO,4-13-20 VARST1 X 3 1/2-12 UN-2	SHELL TROIKA GC 200	EA		1	793.54	100.0%	793.54
LAF-Southpark	Halliburton	ZCUSSH100008579		C028	GID,TUBE,WD,5 3/8-10 UNS,7 32-38 X 4.00	SHELL TROIKA GC 200	EA		1	493.00	100.0%	493.00
LAF-Southpark	Halliburton	ZCUSSH101252847		C002	MDRL,NWD,4 1/2-12 UN- 2A X 4 1/2 API-IC7	SHELL TROIKA GC 200	EA		1	889.00	100.0%	889.00
LAF-Southpark	Halliburton	ZCUSSH101290361		C027	MULE SHOE GID,3 1/2-12 UN BOX	SHELL TROIKA GC 200	EA		1	268.00	100.0%	268.00
LAF-Southpark	Halliburton	ZCUSSH101346768		C358	CLO SILV ASSY,MPT,5 1/4- 10 UNS X 5-18	SHELL TROIKA GC 200	EA		1	2,643.00	100.0%	2,643.00
LAF-Southpark	Halliburton	ZCUSSH101346768		P11	CLO SILV ASSY,MPT,5 1/4- 10 UNS X 5-18	SHELL TROIKA GC 200	EA		1	2,643.00	100.0%	2,643.00
LAF-Southpark	Halliburton	ZCUSSH101555004		C358	REDCG ADPTR,2 1/4 OTIS- ST X 2 3/8-4.60	SHELL TROIKA GC 200	EA		1	415.00	100.0%	415.00
LAF-Southpark	Halliburton	ZCUSSH101555004		C358	REDCG ADPTR,2 1/4 OTIS- ST X 2 3/8-4.60	SHELL TROIKA GC 200	EA		1	415.00	100.0%	415.00
LAF-Southpark	Halliburton	ZCUSSH101555547		C046	SEAL ASSY,2.650 X 2 1/4 OTIS-ST	SHELL TROIKA GC 200	EA		16	468.79	100.0%	468.79
LAF-Southpark	Halliburton	ZCUSSH101575482		C358	REDCG ADPTR,2 3/8-4.60 TSH 511 X 2 1/4	SHELL TROIKA GC 200	EA		1	461.00	100.0%	461.00
LAF-Southpark	Halliburton	ZCUSSH101575482		C358	REDCG ADPTR,2 3/8-4.60 TSH 511 X 2 1/4	SHELL TROIKA GC 200	EA		1	461.00	100.0%	461.00
LAF-Southpark	Halliburton	ZCUSSH323456		C5002	SEAL UNIT EXT,3 1/2-12 UN,B-P,3.88	SHELL TROIKA GC 200	EA		1	813.00	100.0%	813.00
LAF-Southpark	Halliburton	ZCUSSH101944453		C5006	COL SHFT TL,B51,2.770,41XX LAS	SHELL TROIKA GC 200	EA		4	1,532.00	100.0%	1,532.00
LAF-Southpark	Halliburton	ZCUSSH102004784		P11	TRV JT,3 1/2-9-20 VARST1 B-P	SHELL TROIKA GC 200	EA		1	148.00	100.0%	148.00
LAF-Southpark	Halliburton	ZCUSSH102127370		C7012	FLDLOSS DVC,FS2- L,5.470,2.770,.SCB	SHELL TROIKA GC 200	EA		1	16,617.00	100.0%	16,617.00
LAF-Southpark	Halliburton	ZCUSSH102132850		C5006	SEAL ASSY,3.880 X 3 1/2- 12 UN,MID AFLAS	SHELL TROIKA GC 200	EA		5	595.00	100.0%	595.00
LAF-Southpark	Halliburton	ZCUSSH102138028		C5006	PERF COL LOCTR,4.000 X 2 7/8 API-EU	SHELL TROIKA GC 200	EA		1	2,758.00	100.0%	2,758.00
LAF-Southpark	Halliburton	ZCUSSH102138040		C5006	MULESHOE GDE,3 1/4-8 UN-2B,BOX,WITH BAF	SHELL TROIKA GC 200	EA		1	374.23	100.0%	374.23
LAF-Southpark	Halliburton	ZCUSSH102154734		C5006	SHR JT ASSY,3 1/2-9-20 VARST1,B-P	SHELL TROIKA GC 200	EA		3	162.00	100.0%	162.00
LAF-Southpark	Halliburton	ZCUSSH102004784		B5-R1-RW4	TRV JT,3 1/2-9-20 VARST1 B-P	SHELL TROIKA GC 200	EA		1	162.00	100.0%	162.00
LAF-Southpark	Halliburton	ZCUSSH102004784		B5-R2-RW4	TRV JT,3 1/2-9-20 VARST1 B-P	SHELL TROIKA GC 200	EA		1	162.00	100.0%	162.00
LAF-Southpark	Halliburton	ZCUSSH102127370		C7011	FLDLOSS DVC,FS2- L,5.470,2.770,.SCB	SHELL TROIKA GC 200	EA		1	16,617.00	100.0%	16,617.00
LAF-Southpark	Halliburton	ZCUSSH102134650		C5006	LOC,NO-GO,3 1/2-9-20 VARST1 X 3 1/2-12	SHELL TROIKA GC 200	EA		2	876.98	100.0%	876.98
GE - Broussard	GE - Broussard	H10004-2			SCREW,CAP,HEX COLLAR, 2.000- 8 X 9.000 LG,UN- 2A, LOW TEMPERATURE SERVICE	SHELL TROIKA GC 200	EA		24	697.00	100.0%	697.00
OES - Broussard	Offshore Energy Services	GP5241-1		HW-R4-L1-A06	3-WAY SHOOT AROUND(3.5" 9.20# AF913-110Y VARST-1 BOX / 5.5" 16.87# STL PIN / 3.5" 9.20# VARST-1 BOX 2FT)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
OES - Broussard	Offshore Energy Services	GP5241-2		HW-R4-L1-A06	3-WAY SHOOT AROUND(3.5" 9.20# AF913-110Y VARST-1 BOX / 5.5" 16.87# STL PIN / 3.5" 9.20# VARST-1 BOX 2FT)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5235-6		HW-R1-L2-A02	COUPLING (3.5" 9.20# 13CRM110 VARST-1) (C- LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5233-1		HW-R1-L1-A17	CROSSOVER (5.5" 16.87# STL BOX / 3.5" 9.20# VARST-1 PIN AF913-110Y 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5233-2		HW-R1-L1-A17	CROSSOVER (5.5" 16.87# STL BOX / 3.5" 9.20# VARST-1 PIN AF913-110Y 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5239-2		HW-R4-L1-A06	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5239-3		HW-R4-L1-A06	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5239-4		HW-R4-L1-A06	PUP JOINT (3.5" 9.20# 13CRS110 VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5240-1		HW-R4-L1-A06	PUP JOINT (5.5" 17# 13CR110Y HYPTP1 FOX K PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5240-2		HW-R4-L1-A06	PUP JOINT (5.5" 17# 13CR110Y HYPTP1 FOX K PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5036-1		HW-R3-L1-A15	CROSSOVER (3.5" 9.20# 13CRS110Y VARST-1 BOX/ 3.5" 9.20# TSH 511 BOX 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5036-2		HW-R3-L1-A15	CROSSOVER (3.5" 9.20# 13CRS110Y VARST-1 BOX/ 3.5" 9.20# TSH 511 BOX 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5037-1		HW-R3-L1-A15	CROSSOVER (5" 14.87# STL PIN AF913-110Y X 3.5" 9.20# VARST-1 PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5037-2		HW-R3-L1-A15	CROSSOVER (5" 14.87# STL PIN AF913-110Y X 3.5" 9.20# VARST-1 PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	500.00	100.0%	500.00
OES - Broussard	Offshore Energy Services	GP5035-1		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
OES - Broussard	Offshore Energy Services	GP5035-2		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-3		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-4		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-5		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-6		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-7		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-8		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5035-9		HW-R1-L5-A04	PUP JOINT (3.5" 9.20# 13CRM110 VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-1		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-2		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-3		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5019-4		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 20FT PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-3		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-4		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-5		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5030-6		HW-R3-L5-A10	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-1		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
OES - Broussard	Offshore Energy Services	GP5040-2		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-3		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-4		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-5		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-6		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5040-7		HW-R2-L1-A13	PUP JOINT (3.5" 9.20# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5042-1		HW-R1-L3-A18	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 10FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5048-1		HW-R2-L6-A06	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 12FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5047-1		HW-R2-L6-A02	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 14FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5038-1		HW-R3-L1-A15	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 2FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5039-1		HW-R4-L1-A21	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5039-2		HW-R4-L1-A21	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5039-3		HW-R4-L1-A21	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 4FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5045-1		HW-R2-L1-A13	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 6FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5043-1		HW-R1-L3-A18	PUP JOINT (4.5" 15.10# 13CRM110Y VARST-1 PIN/PIN 8FT) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	45.00	100.0%	45.00
OES - Broussard	Offshore Energy Services	GP5063-1		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-2		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
OES - Broussard	Offshore Energy Services	GP5063-3		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-4		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-5		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-6		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-7		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5063-8		HW-R4-L7-A17	RANGE 2 JOINT (3.5" 9.20# 13CR110Y MOD TSH 511 BOX/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-1		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-10		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-2		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-3		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-4		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-5		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-6		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-7		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
OES - Broussard	Offshore Energy Services	GP5060-8		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5060-9		HW-R2-L2-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5266-1		HW-R3-L5-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
OES - Broussard	Offshore Energy Services	GP5266-2		HW-R3-L5-A05	RANGE 2 JOINT (3.5" 9.20# 13CRS110Y VARST-1 PIN/PIN) (C-LEVEL)	SHELL TROIKA GC 200	EA		1	82.00	100.0%	82.00
Schiever	Weatherford	541R070SLI2Q12A002		(13) OUTSIDE 14 (7) OUTSIDE 16	SUB, CENTRALIZER ROT 7 541R Q125 VAM SLI-II 32.0 9.75 OD	SHELL TROIKA GC 200	EA		20	635.00	100.0%	635.00
Schiever	Weatherford	M212W70SLI2Q12A002		OUTSIDE 6	SHOE, GUIDE 7 M212W CONC CMPST Q125 VAM SLI-II 32.0	SHELL TROIKA GC 200	EA		2	471.18	100.0%	471.18
Schiever	Weatherford	M45AP70SLI2Q12A002		OUTSIDE 6	COLLAR, FLOAT 7 M49AP Q125 NR VAM SLI-II 32.0 2-4	SHELL TROIKA GC 200	EA		2	1,092.48	100.0%	1,092.48
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 61	1-48" X 15' X 230 WP L.P. Horizontal Separator (No Skid)	?	EA		1	4,850.00	100.0%	4,850.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 64	24" X 10' Vertical H.P. Separator w/Skid	Eugene Island Block#266-B	EA		1	1,770.00	100.0%	1,770.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 65	12" X 6' Vertical LP Fuel Gas Scrubber (No Skid)	?	EA		1	1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 66	12" X 6' Vertical LP Fuel Gas Scrubber w/Skid	South Marsh Island 11-N	EA		1	1,235.00	100.0%	1,235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 70	1-120 Degree Boat Landing with 48" Plate Doublers	South Marsh Island 11	EA		1	820.00	100.0%	820.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 73	24" X 10' Vertical H.P. Separator w/Skid	?	EA		1	1,625.00	100.0%	1,625.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 74	30" X 10' Vertical LP Test Separator w/Skid	?	EA		1	1,895.00	100.0%	1,895.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 77	16" X 8' Vertical LP Separator (No Skid)	South Marsh Island 10	EA		1	1,455.00	100.0%	1,455.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 90	1-48" X 10' X 275 WP L.P. Horizontal Scrubber Vessel NO SKID	South Marsh Island Block# 48 E	EA		1	4,120.00	100.0%	4,120.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 96	1-Glycol Reboiler with Stack & Stihl Column	High Island Block# 467 A	EA		1	8,145.00	100.0%	8,145.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 100	48" X 10' X 275# W.P. Horizontal Water Skimmer with Skid	N/A	EA		1	4,175.00	100.0%	4,175.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 101	42" X 15' X 1440# W.P. Horizontal 3-Phase Separator "No Skid"	N/A	EA		1	3,895.00	100.0%	3,895.00



Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 102	42" X 12" X 125# W.P. Horizontal Skimmer with Skid	N/A	EA		1	3,215.00	100.0%	3,215.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 103	20" X 7" 6" X 275 W.P. Vertical Separator with Skid	N/A	EA		1	1,210.00	100.0%	1,210.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 104	30" X 10" X 1480 W.P. Horizontal Separator with Skid	N/A	EA		1	2,150.00	100.0%	2,150.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 105	One Dual Meter Run Skid with Pig Traps	N/A	EA		1	1,385.00	100.0%	1,385.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 106	30" X 6" X 150# W.P. Vertical Scrubber Vessel with Skid	N/A	EA		1	1,665.00	100.0%	1,665.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. KK	30" X 4" X 250 WP Vertical Scrubber Vessel w/Skid	From Offshore Specialty Fabricators in Houma	EA		1	1,570.00	100.0%	1,570.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. CCC	Line Heater/Reboiler Package 8' W X 22' 6" L X 10' 1" T	Eugene Island Block# 212 "A"	EA		1	12,275.00	100.0%	12,275.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. DDD	3-Vapor Recovery Stands	Eugene Island Block# 212 "A"	EA		1	235.00	100.0%	235.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. EEE	1-Heater Stack, 1-Still Column, and Misc Pipe and Hardware for Line Heater/Reboiler	Eugene Island Block# 212 "A"	EA		1	355.00	100.0%	355.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 107	1-Pallet of Used Spool Piping	West Cameron Block# 165 "A"	EA		1	295.00	100.0%	295.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 108	1-Stairway with Handrails, 1-Caged Access Ladder, & 2-Small Deck Extension/Work Platforms	Green Canyon Block# 65 "A"	EA		1	225.00	100.0%	225.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 109	1-Filter Separator with Skid (5' X 12' X 8' Tall) Est. 10,000#	High Island Block# A376 B	EA		1	1,155.00	100.0%	1,155.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 110	1-Float Cell with Skid (7' X 12' X 9' Tall) Est. 10,000#	High Island Block# A376 B	EA		1	1,490.00	100.0%	1,490.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 111	Two (2) Plate Heat Exchanger Skids	High Island Block# A595 "CF"	EA		1	475.00	100.0%	475.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 112	1-Piggy-Back Water Skimmer & Float Cell Package (Newly Fabricated)	Main Pass Block# 140-A	EA		1	5,025.00	100.0%	5,025.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 113	1-Verticle Water Skimmer Vessel with Skid (60" X 12" X 15,000#) (MBM-1800)	Vermilion Block# 60-A	EA		1	3,375.00	100.0%	3,375.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 114	1-Verticle Floatation Unit (4M Spinep) with Skid (ABM-1908) (10,150#) (Monosep Corporation-Serial# MCO-2076)	West Cameron Block# 68-A	EA		1	655.00	100.0%	655.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 115	1-Verticle Test Separator with Skid (MBD-4501) (36 X 10 Foot X 17,000#) (2,000 WP @ 100 deg, MFG 1982)	West Cameron Block# 68-A	EA		1	865.00	100.0%	865.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 116	1-Horizontal 3-Phase H.P. Production Separator with Skid (MBD-4502) (60" X 15") (1440 @ 100 Deg-Yr Built 1982)	West Cameron Block# 68-A	EA		1	1,435.00	100.0%	1,435.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 117	1-Vertical Vent Scrubber Package with Skid (MBF-2401) (30" X 10' X 22,000#)	West Cameron Block# 68-A	EA		1	1,775.00	100.0%	1,775.00
Acadian - Lafayette	Acadian Contractors, Inc.			Lot No. 118	1-Horizontal 2-Phase Vent Scrubber Vessel W/Skid (48" X 10' X 150# @ 100 Deg) Built 1987	East cameron Block# 320-A	EA		1	3,545.00	100.0%	3,545.00
Viking - Henderson	Viking Fabricators, LLC				Handrails		EA		179	315.00	100.0%	315.00
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDER CAGES		EA		1	763.87	100.0%	763.87
Viking - Youngsville	Viking Fabricators, LLC				12'-6" LONG LADDER CAGES		EA		84	1,291.85	100.0%	1,291.85
Viking - Youngsville	Viking Fabricators, LLC				10 FT. LONG LADDERS		EA		81	622.75	100.0%	622.75
Viking - Youngsville	Viking Fabricators, LLC				20 FT. LONG LADDERS		EA		107	1,236.43	100.0%	1,236.43
Linear - Lafayette	Linear Controls	2124118-01	11233630-1	ATS - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	7,155	1	5,545.13	100.0%	5,545.13
Linear - Lafayette	Linear Controls	2124617-01	2659561170	ATS - OUTDOOR	ASSY, RIG TEST SKID, SUBSEA TREE.		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124117-07	400257303-01	ATS - OUTDOOR	CONV. ASSY, SUBSEA TREE, 4" X 2"-10M,		EA	80,000	1	62,000.00	100.0%	62,000.00
Linear - Lafayette	Linear Controls	2273013-01	110598733-1(RR1)	ATS - OUTDOOR	ASSEMBLY, 5" X 2"-10M SPOOLTREE.		EA	66,000	1	51,150.00	100.0%	51,150.00
Linear - Lafayette	Linear Controls	2124123-01	96101817050	ATS - OUTDOOR	ASSY, TREE CAP SHIPPING SKID		EA	1,850	1	1,433.75	100.0%	1,433.75
Linear - Lafayette	Linear Controls	2124145-01	45256012-5	ATS - OUTDOOR	ASSY, HUB, 4" WELL TERMINATION,		EA	1,400	1	1,085.00	100.0%	1,085.00
Linear - Lafayette	Linear Controls	2141833-01	11227730-01	ATS - OUTDOOR	ASSY, TREE TRANSPORTATION SKID, BP		EA	5,800	1	4,495.00	100.0%	4,495.00
Linear - Lafayette	Linear Controls	2124836-01	11171617-1	ATS - OUTDOOR	TEST STUMP BODY, TREE FAT SKID,		EA	6,200	1	4,805.00	100.0%	4,805.00
Linear - Lafayette	Linear Controls	2124641-01	11384318-1	ATS - OUTDOOR	ASSY, COMPLETION GUIDE BASE, STM-15		EA	20,500	1	15,887.50	100.0%	15,887.50
Linear - Lafayette	Linear Controls	2098861-02	11197244-1	ATS - OUTDOOR	ASSY, MCPAC CONNECTION TOOL,		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2098861-02	11199037-1	ATS - OUTDOOR	SHELL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124119-01	964534560	ATS - OUTDOOR	ASSY, TREE RUNNING TOOL		EA	11,000	1	8,525.00	100.0%	8,525.00
Linear - Lafayette	Linear Controls	2124129-01	2655340930	TOOLS/KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124128-01	11286013-17	TOOLS/KID - OUTDOOR	ASSY, TUBING HANGER, STM-15,		EA	1,000	1	775.00	100.0%	775.00

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls	2124135-01	2659561200	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124135-01	2659561190	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER HANDLING / TEST		EA	300	1	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2018904-01	265956120(RR2)	TOOLS-KID - OUTDOOR	ASSY, LEAD IMPRESSION TOOL		EA	900	1	697.50	100.0%	697.50
Linear - Lafayette	Linear Controls	2124129-01	266013010	TOOLS-KID - OUTDOOR	ASSY, TUBING HANGER RUNNING TOOL		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124139-01	11186901-01	TOOLS-KID - OUTDOOR	ASSY, DUMMY TBG HGR, STM-15, 4.06"		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2055294-12	110357224-01	CPB 077 - INDOOR	ASSEMBLY, TUBING HANGER, 5 IN NOM.		EA	2,500	1	1,937.50	100.0%	1,937.50
Linear - Lafayette	Linear Controls	2748033-01	45353783-01-01	CPB 077 - INDOOR	WIRELINE PLUG, 5.25" DIA, METAL AND		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2749898-01	4500436775-2-1	CPB 077 - INDOOR	5.250" WIRELINE PLUG 'HH' TRIM WITH		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2055296-02-01	110407008-1	CPB 078 - INDOOR	ASSEMBLY, INTERNAL TREE CAP, 10K WP		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	60007268	96953428110	SF-YARD - OUTDOOR	TROKA TOOL SHED		EA		1	15,000.00	100.0%	15,000.00
Linear - Lafayette	Linear Controls	2124147-04	111802674	TRI 168 - INDOOR	ASSY, CLAMP, W/ SEAL PLATE, 10"		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170112-06	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-05	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11363037-01	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-04	TRI 170 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124159-01	45284821-04	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75
Linear - Lafayette	Linear Controls	2124159-01	45284821-01	TRI 171 - INDOOR	BODY, HUB, 10" FLOWLINE TEST STAND		EA	250	1	193.75	100.0%	193.75
Linear - Lafayette	Linear Controls	041700-47	4503010723-1-1	TRI 171 - INDOOR	GASKET, AX - 18-3/4" 10/15M 316 SS		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124147-01	96111219520	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	96111219570	TRI 172 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2141279-01	4502534448-01-01	TRI 172 - INDOOR	CLAMP, 10" FLOWLINE/ PIGGING LOOP/		EA	1,500	1	1,162.50	100.0%	1,162.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-02-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-01-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2124581-06-02	4504055507-03-01	TRI 174 - INDOOR	CONVERSION BLANKING SEAL PLATE, 4" WELL		EA	180	1	139.50	100.0%	139.50
Linear - Lafayette	Linear Controls	2142930-01	4501742451-1-2	TRI 174 - INDOOR	ACCESS STAND, G2 TUBING HANGER RUNNING		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124581-01	11170113-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls	2124581-01	11410124-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11701112-02	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-02	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-03	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-04	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-07	4503345734-01-01	TRI 174 - INDOOR	SEAL PLATE, COATING ON OD ONLY		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-03	4502533058-01-01	TRI 174 - INDOOR	SEAL PLATE, 10" FLOWLINE JUMPER		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124581-01	11251434-01	TRI 174 - INDOOR	SEAL PLATE, 4" WELL & MANIFOLD		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124586-01	450605865-1	TRI 175 - INDOOR	END PLATE, MANDREL RETAINER,		EA	500	1	387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2124584-01	450605849-1-1	TRI 175 - INDOOR	MANDREL RETAINER SLEEVE,		EA	400	1	310.00	100.0%	310.00
Linear - Lafayette	Linear Controls	2124535-01	NS201604020729021	TRI 175 - INDOOR	ANNULUS LOOP, 2.875 O.D. X 2.125		EA	300	4	232.50	100.0%	232.50
Linear - Lafayette	Linear Controls	2124624-01	450604006-1	TRI 175 - INDOOR	BODY, 4" PRODUCTION STAB,		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2124585-01	450605858-1	TRI 175 - INDOOR	RETAINER PLATE, MASTER VALVE BLOCK		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2156742-01	11328834-01	TRI 175 - INDOOR	SUB-ASSY, BOP SPANNER JOINT, 7.625"		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2156773-02	11327641-01	TRI 175 - INDOOR	UPPER ADAPTER, BOP SPANNER JOINT,		EA	200	1	155.00	100.0%	155.00
Linear - Lafayette	Linear Controls	2124147-01	400297648	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124147-01	11213146-1	TRI 176 - INDOOR	ASSY, CLAMP, W/SEAL PLATE, 4" WELL		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	041700-09-01	400133273	TRI 178 - INDOOR	AX GASKET, 11" - 5M/10M#, ST/STL WITH		EA	30	1	23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	041700-09-01	400133274	TRI 178 - INDOOR	AX GASKET, 11" - 5M/10M#, ST/STL WITH		EA	30	1	23.25	100.0%	23.25
Linear - Lafayette	Linear Controls	2098477-01	175670-1	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2098477-01	175670-2	TRI 178 - INDOOR	AX-VX GASKET		EA	110	1	85.25	100.0%	85.25
Linear - Lafayette	Linear Controls	2124579-02	45434247-8	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-6	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-11	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-3	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-2	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45438628-1	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls	2124579-02	45445642-4	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	501040-1	961276244180	TRI 178 - INDOOR	6" Gasket Sealing Ring		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-04	45424496-2	TRI 178 - INDOOR	GASKET W/ O-RING, 10"-15M SEAL		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434247-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-01	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-06	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45434274-02	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45424796-03	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124579-02	45445642-04	TRI 178 - INDOOR	GASKET, 10"-15M, SEAL PLATE, MCPAC		EA	20	1	15.50	100.0%	15.50
Linear - Lafayette	Linear Controls	2124134-01	2659561110	TRI 180 - INDOOR	ASSY, TUBING HANGER ADJUSTMENT STAN		EA	600	1	465.00	100.0%	465.00
Linear - Lafayette	Linear Controls	2099720-02	26-1567	TRI FLOOR - INDOOR	ASSY, TREE CAP RUNNING TOOL, BP		EA	5,000	1	3,875.00	100.0%	3,875.00
Linear - Lafayette	Linear Controls	60031311	9523237807360	TRI SHED - INDOOR	Troika Dummy Control Pod		EA	3,000	1	2,325.00	100.0%	2,325.00
Linear - Lafayette	Linear Controls	60031470	9523237807390	TRI SHED - INDOOR	SHELL DUMMY CONTROL POD SHIPPING SKID		EA	1,000	1	775.00	100.0%	775.00
Linear - Lafayette	Linear Controls	2123000-01	9624280360	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123000-01	2657807220	TRI-SHELL - OUTDOOR	HANDLING TOOL ASSY, TREE CAP & TREE		EA	150	1	116.25	100.0%	116.25
Linear - Lafayette	Linear Controls	2123738-01	9624280370	TRI-SHELL - OUTDOOR	LIFT SUB, 1.50" NOM SHACKLE X		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2099099-03	11196376-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2099099-03	11210778-1	TRI-SHELL - OUTDOOR	ASSY, TEST HUB, 10" FLOWLINE /		EA	350	1	271.25	100.0%	271.25
Linear - Lafayette	Linear Controls	2035504-02	961276650350	TRI-SHELL - OUTDOOR	ASSY, DEBRIS CAP, 18-3/8" OD MCPAC		EA	100	1	77.50	100.0%	77.50
Linear - Lafayette	Linear Controls	2035519-01	1276650650	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2035519-01	1276650660	TRI-SHELL - OUTDOOR	ASSY, ROV RETRIEVABLE DEBRIS/TEST		EA	50	1	38.75	100.0%	38.75
Linear - Lafayette	Linear Controls	2156132-01	9523237807220	TRI-SHELL - OUTDOOR	ASSY, COMBINATION (TREE/TREE CAP)		EA	500	1	387.50	100.0%	387.50
Linear - Lafayette	Linear Controls	2156145-01	11324065-01	TRI-SHELL - OUTDOOR	ASSY, 3-1/16-15M MONOBORE TUBING		EA	8,500	1	6,587.50	100.0%	6,587.50
Linear - Lafayette	Linear Controls	2124137-01	9523237807330	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124137-01	9523237807340	TRI-SHELL - OUTDOOR	ASSY, TOOL STORAGE & SHIPPING SKID		EA	2,000	1	1,550.00	100.0%	1,550.00
Linear - Lafayette	Linear Controls	2124118-01	11278658-1	TRI-SHELL - OUTDOOR	ASSY, TREE CAP, BP TROIKA		EA	8,000	1	6,200.00	100.0%	6,200.00
Linear - Lafayette	Linear Controls		Serial.# WPI317		Waukesha Engine L7042 GSI		EA		1	82,625.00	100.0%	82,625.00

Facility	Facility Owner	Item Number	Serial No. Serial #	Location	Item Description	Project Name	UOM	Wt. (lbs)	On Hand Qty	Total Value	Wt%	Net Value
Linear - Lafayette	Linear Controls		Serial # 48799		Waukesha Engine L3711		EA		1	51,250.00	100.0%	51,250.00
Linear - Lafayette	Linear Controls		Serial # 1029776		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial # 218794		Waukesha Engine F1905		EA		1	43,765.00	100.0%	43,765.00
Linear - Lafayette	Linear Controls		Serial #396632		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Linear - Lafayette	Linear Controls		Serial # 362530		Waukesha Engine F1197		EA		1	24,315.00	100.0%	24,315.00
Whitco - Broussard	Whitco Supply	357501			1" x 3' x 20' Galvanized Grating		EA		106	395.00	100.0%	395.00
Whitco - Broussard	Whitco Supply	333963			1-1/2" x 3' x 20' Galvanized Grating		EA		-	598.00	100.0%	598.00
Express - Fourchon	Express Supply & Steel				1" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		10	400.65	100.0%	400.65
Express - Fourchon	Express Supply & Steel				1-1/2" x 3-1/16" x 36" x 20' Serrated Galvanized Domestic Grating		EA		35	555.67	100.0%	555.67



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Fieldwood	04536.B		MW-H18-FL	Torque Tool with Calibration Set		THUNDERHAWK	EA			1		0.01	0.01	
Deepwater Warehouse	Fieldwood	04558.A		BW-44-2	Assy, Ooke Inert, C4053, CV-500			EA			1		5854.02	5854.02	
Deepwater Warehouse	Fieldwood	04564.B		MW-32-FL	Assy, Internal Tree Cap, 10M	142381		EA			0		4523.37		0
Deepwater Warehouse	Fieldwood	04627.B		DWW-YARD-C-VAN CPU	PLUG, ELECTRICAL TYP:EL-SPARE 9-WAY SPCL FEAT:LEAD 275 FT		COMPLETION	EA			0		5378.1		0
Deepwater Warehouse	Fieldwood	04630.A		BW-43-3	TOOL, TYPE: CVC OVER-RIDE, MFG: CAMERON, PN: 216761-02 REV 01, APPLI:			EA			1		143.41	143.41	
Deepwater Warehouse	Fieldwood	04631.C		MW-5-E	FOR CAMERON VERTICAL CONNECTION (CVC) SYSTEM			EA			0		35.855		0
Deepwater Warehouse	Fieldwood	04651.A		DWW-YARD-C-VAN HXU 616220	TOOL, SETTING:MFC:CAMERON:PN:216877-03,TYP:MANUAL LOCKOUT		MC 782 DANTZLER DEVELOPMENT	EA			2		142190	218190	
Deepwater Warehouse	Fieldwood	04651.A		DWW-YARD-C-VAN HXU 616220	Assy, 6", 10K CVC Connector, 6.625 OD	143096		EA			0		126000		0
Deepwater Warehouse	Fieldwood	04651.A		DWW-YARD-C-VAN HXU 616220	Assy, 6", 10K CVC Connector, 6.625 OD	137897		EA			0		134850.33		0
Deepwater Warehouse	Fieldwood	04651.B		DWW-YARD-C-VAN HXU 616220	Assy, 6", 10K CVC Connector, 6.625 OD			EA			0		121174.8		0
Deepwater Warehouse	Fieldwood	04651.B		BW-AREA 1	Assy, 6", 10K CVC Connector, 6.625 OD			EA			1		0		0
Deepwater Warehouse	Fieldwood	04652.A		BW-19-FL	AND BEETLE STRUCTURE			EA			2		62806.32	125512.64	
Deepwater Warehouse	Fieldwood	04760.A		MW-3-E	GASKET, RING JOINT CODE:SA-X,MAT:MS,NOM:SZ:6IN,CL:1000PSI,STD:PSL 2-			EA			1		4201.68	4201.68	
Deepwater Warehouse	Fieldwood	04778.A		DWW-YARD - FRONT	4,MFR:CAMERON,PN:2035804-07										
Deepwater Warehouse	Fieldwood	08427.A		DWW-YARD-C-VAN HCU 1339199	CAP:MFR:VETCO GRAY,PN:H288500-1,TYP:ORRISON,SIZE: 18.750 IN,CONN TYP		MC 948 GUNFLINT 1A	EA			1		19200	19200	
Deepwater Warehouse	Fieldwood	08919.A		MW-10-2	TWO RUNNING/LIFT PINS, W/HORIZONTAL ROV STALAPPU WELHEAD	202673		EA			0		376.4639588		0
Deepwater Warehouse	Fieldwood	08919.A		MW-AREA 6	GR 316,CL:1500PSI,APPLI:WELHEAD (SIZE: 18-3/4 IN),MFR:VETCO		TROIKA	EA			2		0	0	
Deepwater Warehouse	Fieldwood	08919.A		MW-AREA 6	GR 316,CL:1500PSI,APPLI:WELHEAD (SIZE: 18-3/4 IN),MFR:VETCO	139057		EA			0		4352		0
Deepwater Warehouse	Fieldwood	08919.A		MW-AREA 6	GR 316,CL:1500PSI,APPLI:WELHEAD (SIZE: 18-3/4 IN),MFR:VETCO	142980		EA			0		4352		0
Deepwater Warehouse	Fieldwood	08920.A		MW-AREA 6	GASKET, RING JOINT CODE:VX-2,VIT-2,MAT:SS,MATL		MC 782 1 DANTZLER COMPLETION	EA			0		7995.95		0
Deepwater Warehouse	Fieldwood	08920.A		MW-AREA 6	GASKET, RING JOINT CODE:VX-2,VIT-2,MAT:SS,MATL		MC 948 GUNFLINT DEVELOPMENT	EA			0		7995.95		0
Deepwater Warehouse	Fieldwood	12161.A		MW-H10-FL	GR 316,CL:1500PSI,APPLI:WELHEAD (SIZE: 18-3/4 IN),MFR:VETCO	143096		EA			1		30000	30000	
Deepwater Warehouse	Fieldwood	1346-A		PUP JOINT RACK-FLOOR	GR 316,CL:1500PSI,APPLI:WELHEAD (SIZE: 18-3/4 IN),MFR:VETCO		MC 698 1 BIG BEND FEED COMVIT	EA			1		433.08	433.08	
Deepwater Warehouse	Fieldwood	13286-A		PR-R1-2	COUPLING, OCTG:NOM SZ:4-1/2IN,WT:12.60IN,PL:MATL GR:13CR80,TOP CONN	139991		EA			0		12500		0
Deepwater Warehouse	Fieldwood	13286-A		PR-R1-2	MT-COMPRINGSPLICE (SIZE: 3/4 IN),MFR: SCHLUMBERGER,MNEDMC-		MC 782 1 DANTZLER COMPLETION	EA			0		12500		0
Deepwater Warehouse	Fieldwood	13469.A		MW-3-C	MT-COMPRINGSPLICE (SIZE: 3/4 IN),MFR: SCHLUMBERGER,MNEDMC-	142980		EA			0		12500		0
Deepwater Warehouse	Fieldwood	13798.A		OS-H1-S3	Blowdown Valve for the 10K headers, Allow 718 Compensating Blind	139991		EA			6		23533	141198	
Deepwater Warehouse	Fieldwood	13798.A		OS-H1-S3	Piston Top Assembly, 2 x 1.6 cu.in. Expansion Chambers, Material Number P5025-										
Deepwater Warehouse	Fieldwood	13798.A		OS-H1-S3	21										
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	CARD, ELECTRONIC,TYP:3-CHANNEL SURSEA INTERFACE,FUNC:DOWN HOLE		MC 782 DANTZLER DEVELOPMENT LL	EA			1		11500	11500	
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	PRESSURE AND TEMPERATURE GAUGE (40 TEMP RINGE20 TO 3F	143096		EA							
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	HEAD:CMAL,MFR: SCHLUMBERGER,MFR:WELWATCHER,BRAND:UNKNOWN,EQ		MC 698 BIG BEND EXECUTE AFE	EA			1		11500	11500	
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	MODEL:SERIES ESUC										
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	CARD, ELECTRONIC,TYP:3-CHANNEL SURSEA INTERFACE,FUNC:DOWN HOLE	139351		EA			0		6962.5		0
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	PRESSURE AND TEMPERATURE GAUGE (40 TEMP RINGE20 TO 3F	142980		EA			0		3.738570732		0
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	HEAD:CMAL,MFR: SCHLUMBERGER,MFR:WELWATCHER,BRAND:UNKNOWN,EQ		MC 782 1 DANTZLER COMPLETION	EA			2		17883.1275	35766.455	
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	MODEL:SERIES ESUC						1		12739.3	12739.3	
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	CARD, ELECTRONIC,TYP:3-CHANNEL SURSEA INTERFACE,FUNC:DOWN HOLE										
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	PRESSURE AND TEMPERATURE GAUGE (40 TEMP RINGE20 TO 3F	139351		EA			0		1447.75		0
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	HEAD:CMAL,MFR: SCHLUMBERGER,MFR:WELWATCHER,BRAND:UNKNOWN,EQ		MC 339 SILVERGATE DRL	EA			27		195	5265	
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	MODEL:SERIES ESUC										
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	CARD, ELECTRONIC,TYP:3-CHANNEL SURSEA INTERFACE,FUNC:DOWN HOLE	203389		EA			6		195	1170	
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	PRESSURE AND TEMPERATURE GAUGE (40 TEMP RINGE20 TO 3F	201560		EA			1		52100	52100	
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	HEAD:CMAL,MFR: SCHLUMBERGER,MFR:WELWATCHER,BRAND:UNKNOWN,EQ		MC 782 DANTZLER DEVELOPMENT LL	EA			0		23000.35		0
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	MODEL:SERIES ESUC										
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	CARD, ELECTRONIC,TYP:3-CHANNEL SURSEA INTERFACE,FUNC:DOWN HOLE	203389		EA			0		2179.23047		0
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	PRESSURE AND TEMPERATURE GAUGE (40 TEMP RINGE20 TO 3F										
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	HEAD:CMAL,MFR: SCHLUMBERGER,MFR:WELWATCHER,BRAND:UNKNOWN,EQ		MC 339 SILVERGATE DRL	EA			0		3275.9		0
Deepwater Warehouse	Fieldwood	14862.A		PR-R1-2	MODEL:SERIES ESUC										

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Deepwater Warehouse	Fieldwood	18082.A		DWW-YARD C-VAN HCU 1339199	FLANGE,TYP:WEED ON/MATL,SS,SPLC FEAT:ALOWS INSTALLATION OF SLOPE INDICATOR, MOUNTING BRACKET PER NOBLE OP Q504.02,APPL:WELHEAD	144040	MC 948.4 GUNFINT D&E	EA			0		3235	0		
Deepwater Warehouse	Fieldwood	18082.A		DWW-YARD C-VAN HCU 1339199	FLANGE,TYP:WEED ON/MATL,SS,SPLC FEAT:ALOWS INSTALLATION OF SLOPE INDICATOR, MOUNTING BRACKET PER NOBLE OP Q504.02,APPL:WELHEAD (SIZE: 36 IN,MFR:DRIL-QUIP,PN:2-401350-03	201560	GC 40.02 katma12	EA			0		3329.76	0		
Deepwater Warehouse	Fieldwood	18083.A		BW-RS-FL 18083.A	VALVE,BALLOPRTD:ROV HANDLE,CONN 1 SZ:4IN,CONN 1 TYPE:NPT,CLS:1000PSI,SPLC FEAT:SPIE NIPPLE, HAMMER UNION, 0-600 PSI PRESSURE GAUGE, EVERY (4) VALVES,APPUSS WELHEAD,MFR:DRIL-QUIP,PN:2-94065-02			EA		1		2053.607214	2053.607214			
Deepwater Warehouse	Fieldwood	18083.A		DWW-YARD C-VAN HCU 1339199	VALVE,BALLOPRTD:ROV HANDLE,CONN 1 SZ:4IN,CONN 1 TYPE:NPT,CLS:1000PSI,SPLC FEAT:SPIE NIPPLE, HAMMER UNION, 0-600 PSI PRESSURE GAUGE, EVERY (4) VALVES,APPUSS WELHEAD,MFR:DRIL-QUIP,PN:2-94065-02			EA		0		2053.607214	0			
Deepwater Warehouse	Fieldwood	18083.A		DWW-YARD C-VAN CCLU67229-9	VALVE,BALLOPRTD:ROV HANDLE,CONN 1 SZ:4IN,CONN 1 TYPE:NPT,CLS:1000PSI,SPLC FEAT:SPIE NIPPLE, HAMMER UNION, 0-600 PSI PRESSURE GAUGE, EVERY (4) VALVES,APPUSS WELHEAD,MFR:DRIL-QUIP,PN:2-94065-02			EA		0		2053.607214	0			
Deepwater Warehouse	Fieldwood	18087.A		DWW-YARD C-VAN HCU 1339199	SS WELHEAD, SEAL ASSEMBLY, 1/2" X 1.004" W.T. BWP DOWN BY 22.1330" X .750" W.T. BWP			EA		0		5073.488899	0			
Deepwater Warehouse	Fieldwood	18089.A		DWW-YARD C-VAN HCU 1339199	SS WELHEAD, SEAL ASSEMBLY, 22" X .48" BIG BORE L/S50/SS15, WEIGHT SET RESISTANT SEAL, RATED 5,000 PSI, DRIL QUIP, PN:1-40845-505, MONO API 170, PER NOBLE OP Q504.01			EA		0		37060.07286	0			
Deepwater Warehouse	Fieldwood	18097.A		DWW-YARD C-VAN HCU 1339199	SS WELHEAD, SEAL ASSEMBLY, 18-3/4" SS15, 15M PSI, DUAL WEIGHT SET METAL TO METAL SEALS, FOR HANGERS 13-3/8" AND SMALLER, INCLUDES OUTER LOCK RING, H2S SERVICE, DRILQUIP, PN:2-404254-05,PER NOBLE OP Q504.01			EA		0		24882.81	0			
Deepwater Warehouse	Fieldwood	18082.A		BW-AREA-3	TYPE 590MATIC LG 60 N			FT		7.78			250.0515732	1946.401239		
Deepwater Warehouse	Fieldwood	19122.A		DWW-YARD C-VAN HCU 1339199	SS WELHEAD, SEAL ASSEMBLY, 16" TYPE SS10/SS15, F/16" SUPPLEMENTAL HANGER, W/70DUHO HYDROGENATED NITRILE FLEASTOMERIC SEALING ELEMENT, H2S SERVICE, DRIL QUIP, PN:2-407542-07			EA		0		23000.83333	0			
Deepwater Warehouse	Fieldwood	19397.A		MR-1-A	DISK, INTERNAL PRESSURE RUPTURE(IPRD), RATED 5500 PSIG @ 150°F 3000 PSIG MIN BACK PRESSURE	144040	MC 948.4 GUNFINT D&E	EA			2		4589.79	9179.58		
Deepwater Warehouse	Fieldwood	19706.C		DWW-YARD C-VAN HCU 6	CAP. PIPE,SS,6IN,OPER PRESS:1000PSI,MFR:CAMECON,PN:2181629-14	139991	MC 698.1 BIG BEND FEED COMPAT	EA			1		25000	25000		
Deepwater Warehouse	Fieldwood	19706.C		MW-R14-FL DWW-YARD C-VAN CPU	CAP. PIPE,SS,6IN,OPER PRESS:1000PSI,MFR:CAMECON,PN:2181629-14	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		25000	25000		
Deepwater Warehouse	Fieldwood	19706.C		0301120 MW-R14-FL	CAP. PIPE,SS,6IN,OPER PRESS:1000PSI,MFR:CAMECON,PN:2181629-14	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		15446.17	15446.17		
Deepwater Warehouse	Fieldwood	20177.A		DWW-YARD	PUP JOINT, CASING,NOM SZ:16IN,WT 96.000LB/M,ATL GR Q1.25,TOP COIN TYP-TSH 151,IG:20H	ARE FW193004	TROMA	EA			1		4251.9	4251.9		
Deepwater Warehouse	Fieldwood	20182.A		DWW-YARD C-VAN HCU-148372	GUIDE SHOE, 11.875, 71.80, HQJ125, TSH 523, WEATE RHFRD MOD 546, W/L.B. 148372			EA			1		6460.89	6460.89		
Deepwater Warehouse	Fieldwood	20183.A		DWW-YARD C-VAN HCU-148372	COLLAR, FLOAT, 11.875, 71.80, HQJ125, TSH 523, WEATHERFORD MOD 147A, DV, L.B. AUTO FILL, W/ 3.500 DROP BALL, PN: L47ALQH5230H120718			EA			1		14321.53	14321.53		
Deepwater Warehouse	Fieldwood	21764.A		PUP JOINT RACK-FLOOR MR-3-D	546, XO 3-1/2" 9.2M VPL Bx 3-1/2" 9.34 SC-RTS-8 Pn 1,18" LG 12.5661 13HC,			EA			3		181.2416667	5437.25		
Deepwater Warehouse	Fieldwood	23938.A		MR-5-D	WIREFRAMECAMECON,PN:2748111-01,TYP:LOCKING,APPL:SSM (SIZE: 5.25 IN			EA			2		51.845	103.69		
Deepwater Warehouse	Fieldwood	23962.A		DWW-YARD C-VAN TTN09761014951 (CLIMATE CONT ROLLED)	O RING,INDUS STD,AS568-465,ID:17.955IN,PN:702645-46-52	139991	MC 698.1 BIG BEND FEED COMPAT	EA			1		181.06	181.06		
Deepwater Warehouse	Fieldwood	23962.A		TRAINING ROOM 1 MR-5-D	O RING,INDUS STD,AS568-465,ID:17.955IN,PN:702645-46-52	ARE FW580018	KATMAI/DRLOV/GE	EA			6		181.06	1086.36		
Deepwater Warehouse	Fieldwood	23972.A		MR-5-D	O RING,INDUS STD,AS568-465,ID:17.955IN,PN:702645-46-52	ARE FW580018	KATMAI/DRLOV/GE	EA			4		181.06	724.24		
Deepwater Warehouse	Fieldwood	24601.A		MW-AREA-5	SAVER SUB, BLANK PIPE, 3.500, 2000, 13CT,10, SHIT (D,FT)		NOVESA	EA			4		48.325	193.3		
Deepwater Warehouse	Fieldwood	24602.A		PUP JOINT RACK-FLOOR	SUB-X-OVER, 3.500, 3.500, SC-RTS8 BOX, X 3.500,3.20,VPL,PN:215K61			EA			1		3065.94	3065.94		
Deepwater Warehouse	Fieldwood	24602.A		PUP JOINT RACK-FLOOR	23HC,(11.1 FT) SUPERIOR ENERGY SERVICES,PN: 4233533C			EA			2		1676.485	3352.97		
Deepwater Warehouse	Fieldwood	24602.A		MR-GENERAL	SUB-X-OVER, 3.500, 3.300, SC-RTS8 BOX, X 3.500, 9.20, VPL,PN:215K61	142381	MC 782.2 DANTZLER COMPLETION	EA			6		2497.5	14985		
Deepwater Warehouse	Fieldwood	26133.B		MR-2-C	POWER UNIT, ELECTRICAL, SUBSEA, WCS EQUIPMENT ASSEMBLY, AER, PN: BB34-000748-78	140054	VK 937 POWER UMBILICAL	EA			0		18573	0		
Deepwater Warehouse	Fieldwood	26337.A		MW-AREA-6	PUP JOINT, TUBING,NOM SZ:3-1/2IN,WT:9.30LB/FT,ATA GR:13CR10,CONN TYPE:B15-8,TOP COIN TYP:B15-8 BOX,BOT COIN TYP:B15.8 PIN/LG,BT	143751	MC 948.2 GUNFINT COMPLETION/L	EA			2		5198	10396		
Deepwater Warehouse	Fieldwood	26538.A		PUP JOINT RACK-TIER 5	PUP JOINT, TUBING,NOM SZ:3-1/2IN,WT:9.30LB/FT,ATA GR:13CR10,CONN TYPE:B15-8,TOP COIN TYP:B15-8 BOX,BOT COIN TYP:B15.8 PIN/LG,BT	143751	MC 948.2 GUNFINT COMPLETION/L	EA			1		6618.25	6618.25		
Deepwater Warehouse	Fieldwood	27308.A		MR-1-D	UNION,CONN SZ:1/2IN,MFR:PETRO VALVE,PN:120M611	142981	MC 782.2 DANTZLER COMPLETION	EA			0		2781.8	0		
Deepwater Warehouse	Fieldwood	27308.A		MR-1-D	UNION,CONN SZ:1/2IN,MFR:PETRO VALVE,PN:120M611		MC 698.1 BIG BEND FEED COMPAT	EA			0		1994.775	0		
Deepwater Warehouse	Fieldwood	27308.A		MR-1-D	UNION,CONN SZ:1/2IN,MFR:PETRO VALVE,PN:120M611	139991	MC 782.2 DANTZLER COMPLETION	EA			0		2781.8	0		
Deepwater Warehouse	Fieldwood	27309.A		MR-2-C	UNION, QUICK CONNECT, RE DUNDANT, 0.375 IN TUBE, PETRO TECHNOLOGIES, PN: 120M931, REV C			EA			0		1708.51	0		
Deepwater Warehouse	Fieldwood	27312.A		MR-2-C	UNION, QUICK CONNECT, RE DUNDANT, 0.375 IN TUBE, PETRO TECHNOLOGIES, PN: 120M931, REV C			EA			0		344.835	0		
Deepwater Warehouse	Fieldwood	27313.A		MR-2-C	UNION, QUICK CONNECT, RE DUNDANT, 0.250 IN TUBE, PETRO TECHNOLOGIES, PN: 120M931, REV C			EA			0		302.4642857	0		
Deepwater Warehouse	Fieldwood	27315.A		MR-1-C	UNION, TUBE,TYP:QUICK CONNECT,CONN 1 SZ:1/4IN,MFR:PETRO TECHNOLOGIES,PN:130M201, REV H	142981	MC 782.2 DANTZLER COMPLETION	EA			0		1879.78	0		
Deepwater Warehouse	Fieldwood	27316.A		MR-2-C	UNION, TUBE,TYP:QUICK CONNECT,CONN 1 SZ:1/4IN,MFR:PETRO TECHNOLOGIES,PN:130M201, REV H			EA			0		1224.165	0		
Deepwater Warehouse	Fieldwood	27316.A		MR-1-D	POTH CONNECTOR, 0.375 IN, PETRO TECHNOLOGIES, PN: 130M591, REV D			EA			0		637.615	0		
Deepwater Warehouse	Fieldwood	27317.A		MR-2-C	PLUG, TEST,TYP:ASSEMBLY,CONN SZ:3/8IN,CONN TYPE:MMPT X TUBE,MFR:PETRO TECHNOLOGIES,PN:130M681, REV E			EA			0		917.0166667	0		
Deepwater Warehouse	Fieldwood	27319.A		MR-2-C	POTH CONNECTOR, 0.500 IN, PETRO TECHNOLOGIES, PN: 130M891, REV B			EA			0		701.75	0		

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	UDM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS. Net Value
Deepwater Warehouse	Feldwood	43663-A		MW-AREA-3	HANGER, LINER, EXPANDABLE, VERSAFLEX, QUICK-LOCK, 11.875 IN, 71.88' , HCQ-125, HYD 523 X 14.000 IN, 113P, HCQ-125, HYD 523, HALLIBURTON, PN: 307328791	201560	EA			1		133000	133000	
Deepwater Warehouse	Feldwood	43882-A			SUB, CROSSOVER, 5.500 IN, 284, HYPER 13CR110, VAM TOP PIN X 6.000 IN, 30.50K, VAM TOP, KP, PIN X 4 FT	142380	EA			1		5536	5536	
Deepwater Warehouse	Feldwood	43920-A			PIP JOINT, CROSSOVER, 5.500 IN, 23W, HYPER 13CR110, B7S-6, BOX X 6.000 IN, 30.50K, VAM TOP, KP, PIN X 4 FT	142380	MC 782 1 DANTZLER COMPLETION	EA		1		5021	5021	
Deepwater Warehouse	Feldwood	43929-A			COWLING, FLOW, 4.500 IN, 13.50W, HYPER 13CR110, B7S-6, BOX X 4.500 IN, 15.00K, VAM TOP, KP, PIN X 4 FT	142380	MC 782 1 DANTZLER COMPLETION	EA		1		6680	6680	
Deepwater Warehouse	Feldwood	44154-A			CENTRALIZER SUB, ROT, 7.750 IN, 54R, Q15SHORBL 56, 40, 11.25 OD, WEATHERFORD, PN: 1217216	140521	GC 40 1 KATMAI DEEPENING DRL	EA		2		7232	14464	
Deepwater Warehouse	Feldwood	44272-B		DWW-YARD	REEL, FLYING LEAD, HYDRAULIC, DEPLOYMENT AND INSTALLATION, CARBON STEEL, COATED, W/ 4 WAY LIFTING SLING, STACKABLE, OCEANEERING, PN: 119075-034951 REV AB	139351	MC 698 BIG BEND EXECUTE AKE	EA		3		36607.5	108827.5	
Deepwater Warehouse	Feldwood	44272-B		DWW-YARD	REEL, FLYING LEAD, HYDRAULIC, DEPLOYMENT AND INSTALLATION, CARBON STEEL, COATED, W/ 4 WAY LIFTING SLING, STACKABLE, OCEANEERING, PN: 119075-034951 REV AB	128021	MC 519 DESIGN	EA		0		36607.5	0	
Deepwater Warehouse	Feldwood	44734-B		DWW-YARD	FLYING LEAD, ELECTRICAL, ROV, 200 FT, INCLUDES 7-WAY CABLE (END PLUG/PNS) W/45 DEG INTEGRAL TERMINATION TITANIUM CP, PN:1025314, 200 FT 4-WAY	128021	MC 519 DESIGN	EA		1		124653.75	124653.75	
Deepwater Warehouse	Feldwood	44737-A		MW-R3-1	FLUID FILLED HOSE ASSY 14 AWG 7-WAY RECEPTACLE(SOCKETS)	128021	MC 519 DESIGN	EA		1		13746	13746	
Deepwater Warehouse	Feldwood	44749-B			BORE, W/ 5/16 IN AUTOCLAVE PORT, PMT W/ 6 ANODES, (PLUG W/ 2 O-RINGS), SUPERIOR ENGINE, 1.600 HP, F/COMPRESSOR, MN: 2488G, SN: 332288	128021	MC 519 DESIGN	EA		1		67041	67041	
Deepwater Warehouse	Feldwood	45223-E		DWW-YARD	ASSY, FLOODING CAP, 8.000 IN, 10K, CVC, HUB, PN: 2165232-05	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		1		127425	127425	
Deepwater Warehouse	Feldwood	45240-A		DWW-YARD C-VAN CPU 030112-0	ASSY, DBRIS CAP, 6 IN, W/ PMT INTERFACE, PN: 2236048-04	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		3		9736	29258	
Deepwater Warehouse	Feldwood	45241-A		DWW-YARD C-VAN CPU 030112-0	CLAMP, APPL: FOR ACOUSTIC SAND, SPEC. AKS, PN: B815-00050-46 REV 1	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		0		9664	0	
Deepwater Warehouse	Feldwood	45240-A		MW-R17-FL	ASSY, BORE PROTECTOR, 9.407 DIA, BORE, NOM, PN: 2141626-30	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		1		90485	90485	
Deepwater Warehouse	Feldwood	45252-A		BW-R3-2	SET, SOA TEST, 9600 BAUD, W/SOFTWARE, PN: 600000649	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		0		112934.32	0	
Deepwater Warehouse	Feldwood	45253-A		MFG-GENERAL	FL, 4-WAY, EDU-TREE, 600 FT, PN: 6000000659	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		1		50934	50934	
Deepwater Warehouse	Feldwood	45254-A		MW-R3-3	PLATE, MOL, OB, MARINE GROWTH COVER, 12-W, PN: 6000003101	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		2		110390.3	220780.6	
Deepwater Warehouse	Feldwood	45255-A		MW-R17-1	COVER, OOD ELECTRICAL, DUMMYPD, PN: 6000008111	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		2		151110	302220	
Deepwater Warehouse	Feldwood	45259-A		MR-3-D	ASSY, MQC PLATE, IVOCES, REM, 12-WAY/LINE F/ 5T-12, AKER, PN: 10059761	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		0		25272.5	0	
Deepwater Warehouse	Feldwood	45265-C		MW-R16-1	ASSY, PRE-FAT PRODUCTION, G2 TUBING HANGER, F/ 5T-13	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		0		5466.49	0	
Deepwater Warehouse	Feldwood	45276-A		MW-AREA-5	FLYING LEAD, THERMO-PLASTIC HYDRAULIC (TPHLL), HOU, 8-WAY, W/ADOED PLANTATION MODULE, 2.5 FT	139991	MC 698 1 BIG BEND FEED COMPT	FT		126		186608.96	186608.96	
Deepwater Warehouse	Feldwood	45311-B		DWW-YARD	TUBING, PRODUCTION, 3.500 IN, 9W, 1.3CR05, B7S-8	139991	MC 698 1 BIG BEND FEED COMPT	FT		126		36.5	4599	
Deepwater Warehouse	Feldwood	45500-A		DWW-YARD	SLEEVE, LOCK DOWN, (LDS), CONFIRMATION TOOL, 27.000 IN DIA, ANODIZED ALUMINUM TOP PLATE, PLATE BOLTED TO BELRIN LEGS CONNECTED TO A DELRIN BOTTOM PLATE, FITS WELLHEAD AT 8.77IN, W/PELICAN SHIPPING BOX, FLURO	142381	MC 782 2 DANTZLER COMPLETION	EA		2		10400	20800	
Deepwater Warehouse	Feldwood	45502-A		BW-R6-FL	MT, VALVE, 3-WAY, INCLUDES SPEC SHEET, OMM AND MOB DOC, OCEANEERING FORGING, STRESS JOINT, RTI ENERGY SYSTEMS, DOCUMENT NUMBER GUN-55-SF-RIS-50W-0001	142381	MC 782 2 DANTZLER COMPLETION	EA		2		5887.5	11775	
Deepwater Warehouse	Feldwood	45586-B		MFG-GENERAL	PIP JT, 7.750 IN, 46.10W, HCQ125, TSH, 523 BXP @ 23 (25 FT)	140528	GC 40 1 KATMAI DEEPENING DRL	EA		1		431151	431151	
Deepwater Warehouse	Feldwood	45667-A		DWW-YARD	MODULE, SUBSEA CONTROL, FOR GALAPAGOS, CAMERON, PN: 223033461	140521	MC 519 FABRICATION	EA		0		939557	0	
Deepwater Warehouse	Feldwood	45989-A		DWW-YARD C-VAN	CAP, PRESSURE, FEMALE, FITTED W/IA 2-WAY 0.500IN BALL VALVE AND 0.500 FT HOT STAB, API 17D, TYPE A, MODEL, UH-575-550, UNITECH, PN: 31915	131068	MC 948 GUNFLINT DEVELOPMENT	EA		0		102794.75	102794.75	
Deepwater Warehouse	Feldwood	46461-A		DWW-YARD C-VAN 03796	MT, SEAL, MODEL UH-575/550, UNITECH, PN: 25491	139057	MC 948 GUNFLINT DEVELOPMENT	EA		1		7362.5	44175	
Deepwater Warehouse	Feldwood	46464-A		MR-5-C	MT, TOOL, MODEL UH-575/550, UNITECH, PN: 25492	139057	MC 782 DANTZLER DEVELOPMENT	EA		6		9500	5900	
Deepwater Warehouse	Feldwood	46465-A		MR-5-C	MT, TOOL, MODEL UH-575/550, UNITECH, PN: 25492	142679	MC 948 GUNFLINT DEVELOPMENT	EA		1		12112.5	24226	
Deepwater Warehouse	Feldwood	46465-A		MR-5-C	MT, TOOL, MODEL UH-575/550, UNITECH, PN: 25492	139057	MC 948 GUNFLINT DEVELOPMENT	EA		1		12112.5	12112.5	
Deepwater Warehouse	Feldwood	46466-A		MR-5-C	CAP, PROTECTION, FOR FEMALE CONNECTOR UH-575/550, UNITECH, PN: 27387	139057	MC 948 GUNFLINT DEVELOPMENT	EA		2		8692.5	17385	
Deepwater Warehouse	Feldwood	46466-A		MR-1-F	CASE, PELICAN, FOR STORAGE OF FEMALE CONNECTOR 32392, UNITECH, PN: 32000	139057	MC 948 GUNFLINT DEVELOPMENT	EA		2		8312.5	16635	
Deepwater Warehouse	Feldwood	46467-A		MR-1-F	RESERVOIR, RETRIEVABLE, ADJUSTABLE, UH-755, 25K GAL, 6X58.5X8.5C, 94 IN DIA, 180 DEG, W/API 17D CLASS 5 DRIVE INTERFACE FOR WATER FLO	142679	MC 782 DANTZLER DEVELOPMENT	EA		2		2500	5000	
Deepwater Warehouse	Feldwood	46468-A		DWW-YARD C-VAN CPU 030112-0	VALVE, MASTER FLO, PN: 42005-016-02	128021	MC 519 DESIGN	EA		1		151025	151025	
Deepwater Warehouse	Feldwood	46586-A			STEEL TUBE, FLYING LEAD (STFL), 7 LINE, 12 WAY AKER X 14 WAY OIE M1, 60M, (I+1 SPARE), AKER SOLUTIONS, PN: 10233216	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		1		127242	127242	
Deepwater Warehouse	Feldwood	46638-A		DWW-YARD	STEEL TUBE, FLYING LEAD (STFL), 9 LINE, 12 WAY AKER X 14 WAY OIE M1, 60 M (I+1 SPARE), AKER SOLUTIONS, PN: 10233217	143096	MC 782 DANTZLER DEVELOPMENT ILL	EA		0		135732	0	



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Feldwood	46643.A		DWW-YARD-C-VAN CPU 03911-22261	SAND DETECTOR, ACOUSTIC CLAMP-ON X 6 WAY ODI MALE, 60M, AGER SOLUTIONS, NEW PN: 1034398 ODI PN:1033319	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		107180		0
Deepwater Warehouse	Feldwood	46645.A		MW-R5-2	MC 948 BIG BEND LONG LEADS	143096	MC 948 BIG BEND LONG LEADS	EA			1		32766		32766
Deepwater Warehouse	Feldwood	46646.A		DWW-YARD-C-VAN 433422.0	ELECTRICAL FLYING LEAD, ODI 90 DEG, 4 WAY MALE X 4 WAY FEMALE, 60M [15+2 SPARE], PN: BB15-000776-20	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		34215		68430
Deepwater Warehouse	Feldwood	46660.B		DWW-YARD C-VAN 2051995	CONNECTOR, TEST, 8 WAY, ODI FEMALE, W/PETAL, AGER SOLUTIONS, PN: BB15- 000955-37	141385	MC 688 BIG BEND LONG LEADS	EA			0		1661.25		0
Deepwater Warehouse	Feldwood	46673.A		BW-AREA 3	UFT SUB, 6.625 IN OD, 5.335, W/4, 500 M IF PN	142981	MC 782 DANTZLER COMPLETION	EA			2		14277		28554
Deepwater Warehouse	Feldwood	46764.B		MW-R15-2	ASSEMBLY, FLUSHER, DUAL PATH, LPT-IF CONFIGURATION, ROV RETRIEVABLE DOCKING CANISTER, 3000 PSI RATED WORKING PRESSURE, SKOFLU, PN: 21188-3	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		22842.75		22842.75
Deepwater Warehouse	Feldwood	46996.A		MR-3-C	FITTING, 0.750 IN MTM X 0.375 IN TUBE W/FLUSH FITTING, PETRO TECHNOLOGIES, PN: 120N841 REV G	143752	MC 948 4 GUNFINT COMPLETION/L	EA			0		3576.4		0
Deepwater Warehouse	Feldwood	46997.A		MR-3-C	FITTING, 0.750 IN MTM X 0.250 IN TUBE W/FLUSH FITTING, PETRO TECHNOLOGIES, PN: 130W51 REV G	143752	MC 948 4 GUNFINT COMPLETION/L	EA			0		3236.5		0
Deepwater Warehouse	Feldwood	46998.A		MR-3-C	FITTING, 0.750 IN MTM X 0.500 IN POTHS SHORT W/FLUSH FITTING, PETRO TECHNOLOGIES, PN: 160M141 REV B	143752	MC 948 4 GUNFINT COMPLETION/L	EA			0		4996.12		0
Deepwater Warehouse	Feldwood	47020.A		DWW-YARD	TUBING, 4.500 IN, 17.00M, 0.380 IN, VM110-13C055, DRIFT 3.615 IN VAM TOP, R3 PUP JT, 4.500 IN, 17.00M, 0.380 IN, VM110-13C055, DRIFT 3.615 IN VAM TOP, 10 FT	143752	MC 948 4 GUNFINT COMPLETION/L	FT		81.33		81.33	6614.5689		
Deepwater Warehouse	Feldwood	47025.A		DWW-YARD	ASSEMBLY, SEAL, EMERGENCY, FOR 18.750 SS-15 SYSTEM, H2S, DRILQUIP, PN: 2- 402960-02	143751	MC 948 4 GUNFINT COMPLETION/L	EA			3		3150.84		9452.52
Deepwater Warehouse	Feldwood	47059.A		PUP JOINT RACK-TIER 5	FLO TOOL, 4.500 IN, 15.50W, 1.3CR110, BT5-6, LOWER BCSO X 13 FT [SQUARE SHOULDER W/GROOVE]	126136	MC 519 2 DR/FEVA/R&A	EA			0		23516.36		0
Deepwater Warehouse	Feldwood	47342.A		PUP JOINT RACK-FLOOR	CROSSOVER, SUB, 4.500 IN, 12.60W, 1.3C095, VAM TOP BOX X 5.500 IN, 2#W, BT5-6 PN X 14.000 IN	126137	MC 519 2 BP 01	EA			1		8594		8594
Deepwater Warehouse	Feldwood	47350.A		PUP JOINT RACK-FLOOR	CROSSOVER, SUB, 4.500 IN, 15.50W, HYPER 13CR110, BT5-6 BOX X 5.500 IN, 17W, NIPPE, 3.500 IN, 5.00W, 1.3CR110 BCS, (2.813 IN P B) [THREADED 3.500 IN 9.20W VAM FL ROY(PIN)]	126137	MC 519 2 BP 01	EA		1		3695.5		3695.5	
Deepwater Warehouse	Feldwood	47358.B		PUP JOINT RACK-FLOOR	PUP JT, 6.000 IN, 30.38W, 1.3CR115, VAM TOP RP PN X 2 FT	126137	MC 519 2 BP 01	EA			1		2778.34		2778.34
Deepwater Warehouse	Feldwood	47383.A		PUP JOINT RACK-FLOOR	PUP JT, 4.500 IN, 15.50W, HYPER 13CR110, BT5-6 S/C X 4 FT [SQUARE SHOULDER] RABBIT DRIFT, 3.720 IN OD, PVC X 14.000 IN	126137	MC 519 2 BP 01	EA			1		327.25		327.25
Deepwater Warehouse	Feldwood	47401.A		PUP JOINT RACK-FLOOR	RABBIT DRIFT, 4.500 IN, 15.50W, BT5-6, PVS 2, 14.000 IN (13.70 IN OD) PUP JOINT RACK-FLOOR	126137	MC 519 2 BP 01	EA			1		88.49		88.49
Deepwater Warehouse	Feldwood	47403.A		PUP JOINT RACK-FLOOR	ASSEMBLY, SEAL, EMERGENCY, FOR 18.750 SS-15 SYSTEM, H2S, DRILQUIP, PN: 2- 402960-02	126137	MC 519 2 BP 01	EA			1		107.56		107.56
Deepwater Warehouse	Feldwood	47405.B		PUP JOINT RACK-TIER 5	FLO TOOL, 4.500 IN, 15.50W, HYPER 13CR110, BT5-6, S/C BOX [SQUARE SHOULDER] X 4.500 IN, 15.50W, VAM TOP BOX, UPPER BCSO X 14 FT	126137	MC 519 2 BP 01	EA			1		6982.25		6982.25
Deepwater Warehouse	Feldwood	47416.B		PUP JOINT RACK-TIER 5	FLYING LEAD, ELECTRICAL, 12-WAY, 350 FT, ODI, PN: 1065206	127684	COMPLETE	EA			1		6982.25		6982.25
Deepwater Warehouse	Feldwood	47417.A		C-VAN C2-3409	CAPTYP-CORROSION, OVERLESS STAB MALE/HP DRAULIC ASSY USE W/MANIFOLD VGMERGE OIL & GAS, PN: H50498-3	128021	MC 519 DESIGN	EA			0		15366		0
Deepwater Warehouse	Feldwood	50068.A		MR-GENERAL	CAPTYP-PRESSURE CONT, TYP FEMALE SPC1 FEATS WITH BALL VALVE 3/8 INCH, 2051995	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		9524.01		19048.02
Deepwater Warehouse	Feldwood	50041.A		MW-R17-1	CAPTYP-PRESSURE CONT, TYP FEMALE SPC1 FEATS WITH BALL VALVE 3/8 INCH, HI FLOW HOT STAB, MRJUNITECH PN: 29219	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		87590		171500
Deepwater Warehouse	Feldwood	50043.A		DWW-YARD C-VAN DNUVU- 2051995	CAP. TYPE: PROTECTIVE CONNECTOR, CONNECTION TYPE: FEMALE, MFR: UNITECH, PN: 26587	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		64312.5		64312.5
Deepwater Warehouse	Feldwood	50045.A		DWW-YARD C-VAN DNUVU- 2051995	MT, SEAL, TYP: JH-550, MFR: JHUNITECH PN: 26414	142679	MC 782 DANTZLER DEVELOPMENT	EA			10		3000		6000
Deepwater Warehouse	Feldwood	50046.A		DWW-YARD C-VAN DNUVU- 2051995	COVER, MRJUNITECH PN: 92713 TYP, MACHINE GROWN, TH 1/2 IN, 14 IN, 15 IN, 16 IN, 18 IN, 20 IN, 22 IN, 24 IN, 26 IN, 28 IN, 30 IN, 32 IN, 34 IN, 36 IN, 38 IN, 40 IN, 42 IN, 44 IN, 46 IN, 48 IN, 50 IN, 52 IN, 54 IN, 56 IN, 58 IN, 60 IN, 62 IN, 64 IN, 66 IN, 68 IN, 70 IN, 72 IN, 74 IN, 76 IN, 78 IN, 80 IN, 82 IN, 84 IN, 86 IN, 88 IN, 90 IN, 92 IN, 94 IN, 96 IN, 98 IN, 100 IN, 102 IN, 104 IN, 106 IN, 108 IN, 110 IN, 112 IN, 114 IN, 116 IN, 118 IN, 120 IN, 122 IN, 124 IN, 126 IN, 128 IN, 130 IN, 132 IN, 134 IN, 136 IN, 138 IN, 140 IN, 142 IN, 144 IN, 146 IN, 148 IN, 150 IN, 152 IN, 154 IN, 156 IN, 158 IN, 160 IN, 162 IN, 164 IN, 166 IN, 168 IN, 170 IN, 172 IN, 174 IN, 176 IN, 178 IN, 180 IN, 182 IN, 184 IN, 186 IN, 188 IN, 190 IN, 192 IN, 194 IN, 196 IN, 198 IN, 200 IN, 202 IN, 204 IN, 206 IN, 208 IN, 210 IN, 212 IN, 214 IN, 216 IN, 218 IN, 220 IN, 222 IN, 224 IN, 226 IN, 228 IN, 230 IN, 232 IN, 234 IN, 236 IN, 238 IN, 240 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IN, 992 IN, 994 IN, 996 IN, 998 IN, 1000 IN, 1002 IN, 1004 IN, 1006 IN, 1008 IN, 1010 IN, 1012 IN, 1014 IN, 1016 IN, 1018 IN, 1020 IN, 1022 IN, 1024 IN, 1026 IN, 1028 IN, 1030 IN, 1032 IN, 1034 IN, 1036 IN, 1038 IN, 1040 IN, 1042 IN, 1044 IN, 1046 IN, 1048 IN, 1050 IN, 1052 IN, 1054 IN, 1056 IN, 1058 IN, 1060 IN, 1062 IN, 1064 IN, 1066 IN, 1068 IN, 1070 IN, 1072 IN, 1074 IN, 1076 IN, 1078 IN, 1080 IN, 1082 IN, 1084 IN, 1086 IN, 1088 IN, 1090 IN, 1092 IN, 1094 IN, 1096 IN, 1098 IN, 1100 IN, 1102 IN, 1104 IN, 1106 IN, 1108 IN, 1110 IN, 1112 IN, 1114 IN, 1116 IN, 1118 IN, 1120 IN, 1122 IN, 1124 IN, 1126 IN, 1128 IN, 1130 IN, 1132 IN, 1134 IN, 1136 IN, 1138 IN, 1140 IN, 1142 IN, 1144 IN, 1146 IN, 1148 IN, 1150 IN, 1152 IN, 1154 IN, 1156 IN, 1158 IN, 1160 IN, 1162 IN, 1164 IN, 1166 IN, 1168 IN, 1170 IN, 1172 IN, 1174 IN, 1176 IN, 1178 IN, 1180 IN, 1182 IN, 1184 IN, 1186 IN, 1188 IN, 1190 IN, 1192 IN, 1194 IN, 1196 IN, 1198 IN, 1200 IN, 1202 IN, 1204 IN, 1206 IN, 1208 IN, 1210 IN, 1212 IN, 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2102 IN, 2104 IN, 2106 IN, 2108 IN, 2110 IN, 2112 IN, 2114 IN, 2116 IN, 2118 IN, 2120 IN, 2122 IN, 2124 IN, 2126 IN, 2128 IN, 2130 IN, 2132 IN, 2134 IN, 2136 IN, 2138 IN, 2140 IN, 2142 IN, 2144 IN, 2146 IN, 2148 IN, 2150 IN, 2152 IN, 2154 IN, 2156 IN, 2158 IN, 2160 IN, 2162 IN, 2164 IN, 2166 IN, 2168 IN, 2170 IN, 2172 IN, 2174 IN, 2176 IN, 2178 IN, 2180 IN, 2182 IN, 2184 IN, 2186 IN, 2188 IN, 2190 IN, 2192 IN, 2194 IN, 2196 IN, 2198 IN, 2200 IN, 2202 IN, 2204 IN, 2206 IN, 2208 IN, 2210 IN, 2212 IN, 2214 IN, 2216 IN, 2218 IN, 2220 IN, 2222 IN, 2224 IN, 2226 IN, 2228 IN, 2230 IN, 2232 IN, 2234 IN, 2236 IN, 2238 IN, 2240 IN, 2242 IN, 2244 IN, 2246 IN, 2248 IN, 2250 IN, 2252 IN, 2254 IN, 2256 IN, 2258 IN, 2260 IN, 2262 IN, 2264 IN, 2266 IN,										



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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Fieldwood	50827-A		DWW-YARD	ASSEMBLY/MFR/DELTA SCREENS,PIN-SCREEN 3130,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN.DIM 39.50 FT 17 CL 23,MAT.ALOY 20,MATL GR HP2 13CR-110,SPLC FEATS W/CENTRALIZERS INSTALLED	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			1		11215	11215	
Deepwater Warehouse	Fieldwood	50828-A		DWW-YARD	ASSEMBLY/MFR/DELTA SCREENS,PIN-SCREEN 3131,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN.DIM 20.25 FT 17 CL 23,MAT.ALOY 20,SPLC FEATS W/CENTRALIZERS INSTALLED BRAND/DELTA SCREENS,BRAND/DELTA ELITE	143752	MC 948 4 GUNHEINT COMPLETION/L	EA			1		5720	5720	5720
Deepwater Warehouse	Fieldwood	50828-A		DWW-YARD	ASSEMBLY/MFR/DELTA SCREENS,PIN-SCREEN 3131,TYP 175 MICRON PREMIUM SCREENS,SZ 5 1/2 IN.DIM 20.25 FT 17 CL 23,MAT.ALOY 20,SPLC FEATS W/CENTRALIZERS INSTALLED BRAND/DELTA SCREENS,BRAND/DELTA ELITE	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			1		5720	5720	5720
Deepwater Warehouse	Fieldwood	50831-A		DWW-YARD	FT/CL 23,MATL GR HP2 13CR-110,SPLC FEATS W/55 WELD-ON-CENTRALIZERS FT/CL 23,MATL GR HP2 13CR-110,SPLC FEATS W/55 WELD-ON-CENTRALIZERS	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			5		9262	46310	
Deepwater Warehouse	Fieldwood	50832-A		DWW-YARD	PUP JOINT, CASING,NOM SZ 5 1/2 IN,WT 23.00,MATL GR-HP2 13CR-110,OP CONN TYP-SHUT BOX X PIN/LG 4FT,MFR/DELTA SCREENS,PIN-PUP JOINT 3136,MFR/DELTA SCREENS,QUOTE DS130148	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			2		2470	4940	
Deepwater Warehouse	Fieldwood	50833-A		DWW-YARD	PUP JOINT, CASING,NOM SZ 5 1/2 IN,WT 23.00,MATL GR-HP2 13CR-110,OP CONN TYP-SHUT BOX X PIN/LG 4FT,MFR/DELTA SCREENS,PIN-PUP JOINT 3135,MFR/DELTA SCREENS,QUOTE DS130148	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			2		2830	5660	
Deepwater Warehouse	Fieldwood	50834-A		DWW-YARD	PUP JOINT, CASING,NOM SZ 5 1/2 IN,WT 23.00,MATL GR-HP2 13CR-110,OP CONN TYP-SHUT BOX X PIN/LG 4FT,MFR/DELTA SCREENS,PIN-PUP JOINT 3134,MFR/DELTA SCREENS,QUOTE DS130148	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			2		3225	6450	
Deepwater Warehouse	Fieldwood	50835-A		DWW-YARD	PUP JOINT, CASING,NOM SZ 5 1/2 IN,WT 23.00,MATL GR-HP2 13CR-110,OP CONN TYP-SHUT BOX X PIN/LG 4FT,MFR/DELTA SCREENS,PIN-PUP JOINT 3133,NOM SZ 5 1/2 IN,WT 23.00,MATL GR HP2 13CR-110,OP CONN TYP-SHUT BOX X PIN/LG 10 FT,MFR/DELTA SCREENS,QUOTE DS130148	143752	MC 948 4 GUNHEINT COMPLETION/L	EA		1		3620	3620	3620	
Deepwater Warehouse	Fieldwood	50835-A		DWW-YARD	PUP JOINT, CASING,NOM SZ 5 1/2 IN,WT 23.00,MATL GR-HP2 13CR-110,OP CONN TYP-SHUT BOX X PIN/LG 10 FT,MFR/DELTA SCREENS,QUOTE DS130148	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			2		3620	7240	
Deepwater Warehouse	Fieldwood	50834-A		DWW-YARD	CROSSOVER/MATL GR/NA TYP-CASING,BOT CONN TYP-VAM FIL PIN S,BOT CONN SZ 6-5/8 IN, 3/2 TOP CONN TYP-VAM TOP BOX, TOP CONN SZ 4-1/2 IN, 17, MATL 13CR110	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			1		9044.75	9044.75	
Deepwater Warehouse	Fieldwood	50835-A		DWW-YARD	CROSSOVER/MATL GR110,TYP/NA,BOT CONN TYP-VAM TOP PIN,BOT CONN SZ 3-1/2 IN, TOP CONN TYP-HORI 511 BOX, TOP CONN SZ 3-1/2 IN, MATL 13CR 110, PROCESS SH511, TOP CONN TYP-BOX,BOT CONN TYP-PIN/LG 8FT	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			1		5485.5	5485.5	
Deepwater Warehouse	Fieldwood	50836-A		DWW-YARD	CROSSOVER/MATL GR/NA TYP-CASING,BOT CONN TYP-VAM FIL PIN S,BOT CONN SZ 6-5/8 IN, 3/2 TOP CONN TYP-VAM TOP BOX, TOP CONN SZ 4-1/2 IN, 17, MATL 13CR110	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			2		24748	49496	
Deepwater Warehouse	Fieldwood	50837-A		DWW-YARD	TUBING, OCTG,NOM SZ 4-1/2 IN,OD=NA,WT 15.1,MATL GR13CR110,PROCESS SH 511,CONN TYP-BOX X PIN/LG 40FT,SPLC FEATRSNA	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			2		16674.9	32948.8	
Deepwater Warehouse	Fieldwood	50839-A		DWW-YARD	PUP JOINT, CASING,NOM SZ 4-1/2 IN,WT 9.3,MATL 13CR, MATL GR13CR110, PROCESS SH511, TOP CONN TYP-BOX,BOT CONN TYP-PIN/LG 8FT	143752	MC 948 4 GUNHEINT COMPLETION/L	EA			1		7834.38	7834.38	
Deepwater Warehouse	Fieldwood	50839-A		DWW-YARD	PUP JOINT, CASING,NOM SZ 4-1/2 IN,WT 9.3,MATL 13CR, MATL GR13CR110, PROCESS SH511, TOP CONN TYP-BOX,BOT CONN TYP-PIN/LG 8FT	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			1		7834.38	7834.38	
Deepwater Warehouse	Fieldwood	50841-A		DWW-YARD	PUP JOINT, CASING,NOM SZ 3-1/2 IN,WT 9.3,MATL 13CR, MATL GR13CR110, PROCESS SH511, TOP CONN TYP-BOX,BOT CONN TYP-PIN/LG 13 IN	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			6		2012.5	12075	
Deepwater Warehouse	Fieldwood	50842-A		PUP JOINT RACK-FLOOR	PUP JOINT, CASING,NOM SZ 3-1/2 IN,WT 9.3,MATL 13CR, MATL GR13CR110, PROCESS SH511, TOP CONN TYP-BOX,BOT CONN TYP-PIN/LG 13 IN	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			2		1986.05	3972.1	
Deepwater Warehouse	Fieldwood	50843-A		MW-AREA 5	PUP JOINT, CASING,NOM SZ 3-1/2 IN,WT 9.3,MATL 13CR, MATL GR13CR110, PROCESS SH511, TOP CONN TYP-BOX,BOT CONN TYP-PIN/LG 2FT	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			1		2725.5	2725.5	
Deepwater Warehouse	Fieldwood	50844-A		MW-AREA 6	JOINT, BLAST,NOM SZ 3-1/2 IN,CONN TYP-BOX X PIN/LG 4FT,MATL 13CR110,PROCESS BT5-8,WT 9.3	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			2		4151.5	8303	
Deepwater Warehouse	Fieldwood	50845-A		MW-AREA 6	JOINT, BLAST,NOM SZ 3-1/2 IN,CONN TYP-BOX X PIN/LG 4FT,MATL 13CR110,PROCESS BT5-8,WT 9.3	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			2		5715.5	11431	
Deepwater Warehouse	Fieldwood	50846-A		MW-AREA 6	JOINT, BLAST,NOM SZ 3-1/2 IN,CONN TYP-BOX X PIN/LG 8FT,MATL 13CR110,PROCESS BT5-8,WT 9.3	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			2		7233.5	14467	
Deepwater Warehouse	Fieldwood	50847-A		(1) MW-AREA 6(1) DWW-YARD	JOINT, BLAST,NOM SZ 3-1/2 IN,CONN TYP-BOX X PIN/LG 10FT,MATL 13CR110,PROCESS BT5-8,WT 9.3	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			2		8038.5	16077	
Deepwater Warehouse	Fieldwood	50848-A		DWW-YARD	COURING, OCTG,TYP/NA,NOM SZ 5-1/2 IN,WT 20.00,NA,QDNAL,GN,MATL 13CR, MATL GR80,PROCESS NA, TOP CONN TYP-VAM TOP BOX, SC 80,BOT CONN SZ 5-1/2 IN,BOT CONN TYP-VAM TOP PIN, SC 80,BOT CONN SZ 5-1/2 IN,SURF TRIMANT,NA,PRESS RING NA	143751	MC 948 2 GUNHEINT COMPLETION/L	EA		1		4235	4235		
Deepwater Warehouse	Fieldwood	50849-A		DWW-YARD	GR80,PROCESS NA, TOP CONN TYP-VAM TOP BOX, SC 80,BOT CONN TYP-VAM TOP PIN, SC 80,GN	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			5		7101.25	7101.25	
Deepwater Warehouse	Fieldwood	50854-A		OS-43.53	PLATE TYP-THRUST/APPL BEARING FOR 2408 SUPERIOR PLATE TYP-THRUST/APPL BEARING FOR 2408 SUPERIOR	NEPTUNE	NEPTUNE						0	0	
Deepwater Warehouse	Fieldwood	51057-A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING,NOM SZ 4.5 IN,WT 15.1 LB, MATL CF 13, MATL GR130, PROCESS NA, TOP CONN TYP-BOX TSH 511,BOT CONN TYP-PIN TSH511,LG 6FT	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			1		6067.4	6067.4	
Deepwater Warehouse	Fieldwood	51057-A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING,NOM SZ 4.5 IN,WT 15.1 LB, MATL CF 13, MATL GR130, PROCESS NA, TOP CONN TYP-BOX TSH 511,BOT CONN TYP-PIN TSH511,LG 6FT	143752	MC 948 4 GUNHEINT COMPLETION/L	EA			2		6067.4	12134.8	
Deepwater Warehouse	Fieldwood	51058-A		PUP JOINT RACK-TIER 3	PUP JOINT, CASING,NOM SZ 4.5 IN,WT 15.1 LB, MATL CF 13, MATL GR130, PROCESS NA, TOP CONN TYP-BOX TSH 511,BOT CONN TYP-PIN TSH 511,LG 4FT	143751	MC 948 2 GUNHEINT COMPLETION/L	EA			1		6067.4	6067.4	
Deepwater Warehouse	Fieldwood	51058-A		PUP JOINT RACK-TIER 4	PUP JOINT, CASING,NOM SZ 4.5 IN,WT 15.1 LB, MATL CF 13, MATL GR130, PROCESS NA, TOP CONN TYP-BOX TSH 511,BOT CONN TYP-PIN TSH 511,LG 4FT	143752	MC 948 4 GUNHEINT COMPLETION/L	EA			2		6067.4	12134.8	
Deepwater Warehouse	Fieldwood	51083-A		PUP JOINT RACK-FLOOR	NIPPLE TYP-RPT,CONN SZ 3.33, 4.5 IN,CONN TYP-VAM TOP,MATL 13CR110,MATL GR/NA,PROCESS NA,WT 17	143752	MC 948 4 GUNHEINT COMPLETION/L	EA			1		5704.85	5704.85	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Fieldwood	51084-A		MR-AREA 6	JOINT, BUST,NOM SZ 3 1/2 ININ,CONN TYP,NAL LG 20 1/4 MATL:13CRV,110 BT-5 & PROCESS,NAL WT 5.3	143751	MC 948 2 GUNFINT COMPLETION/L	EA			5		17589.25	87946.25	
Deepwater Warehouse	Fieldwood	51105-A		MR-4-D	KT, SEAL-TYP-RESILIENT API LSSR PLUG 5 1/4 IN 2748033-01, MFR:CAMERON PN:2142583-01	142981	MC 782 2 DANTZLER COMPLETION	EA			0		3543	0	0
Deepwater Warehouse	Fieldwood	51105-B		N/A	KT, SEAL-TYP-RESILIENT API LSSR PLUG 5 1/4 IN 2748033-01, MFR:CAMERON PN:2142583-01	A/E FW80018	KATMA/OH/OV/GE NOVESA	EA			0		0	0	0
Deepwater Warehouse	Fieldwood	51442-A		DDW YARD C-VAN 403192-1	CENTRALIZER, CASING TYP SUB OD 5 7/8 IN MATL ALLOY API Q325,CONN TYP TSH 523 BOX X TSH 523 PH DOPELESS BOW TYP (8BOW SPRING 14 7/8 OVER BOW SPEC 62.80) MFR:BLACKHAWK PN:010361-OP0003			EA			0		6073.888	0	
Deepwater Warehouse	Fieldwood	51442-A		DDW YARD C-VAN 43422-0	CENTRALIZER, CASING TYP SUB OD 5 7/8 IN MATL ALLOY API Q325,CONN TYP TSH 523 BOX X TSH 523 PH DOPELESS BOW TYP (8BOW SPRING 14 7/8 OVER BOW SPEC 62.80) MFR:BLACKHAWK PN:010361-OP0003			EA			0		6073.888	0	
Deepwater Warehouse	Fieldwood	52233-A		DDW-YARD	CABLE, UMBILICAL, SUBSEA VFR TECH, PRT:AM-SW-NEM-SBF-CON-0001-BB TYP FLEXIBLE FLYING LEAD, CONDUCTR SZ 2 IN LG 100 M, SPEC SERVICE BB, WITH BIN RESTRICTOR	139351	MC 698 BIG BEND EXECUTE A/E	EA			1		377629	377629	
Deepwater Warehouse	Fieldwood	52307-A		OS-GENERAL	SEAL,MFR:FMC TECHNOLOGIES PN:P1000045117 TYP PRODUCTION	143752	MC 948 4 GUNFINT COMPLETION/L	EA			1		11559.24	11559.24	
Deepwater Warehouse	Fieldwood	52307-A		OS-GENERAL	SEAL,MFR:FMC TECHNOLOGIES PN:P1000045117 TYP PRODUCTION	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		11559.24	11559.24	
Deepwater Warehouse	Fieldwood	52342-A		DDW-YARD	DSC, RUPTURE MFR:FMC PN:A10116-01, MFR:CAMERON PN:2142583-01	143752	MC 948 4 GUNFINT COMPLETION/L	EA			1		6869	6869	
Deepwater Warehouse	Fieldwood	52821-A		DDW-YARD	COLLAR - PD 16762 MFC OIL STATES TYP SER EXE FLEX	141585	MC 698 BIG BEND LONG LEADS	EA			1		1739009	1739009	
Deepwater Warehouse	Fieldwood	52822-A		DDW-YARD	FRAME,MFR:OIL STATES PN:SP-K-23-264 TYP SHIPPING DIM 834 L X 78 W X 82.7 H MATL ASTM A36 PLATE,ASTM A500 GR B RECTANGULAR TUBING, SPEC 32.190 LBS FRAME ONLY, MFC OIL STATES, NOBLE SPEC DNW 2.7-3, MFC OIL STATES, NOBLE HQ:SP-K-23-264	141585	MC 698 BIG BEND LONG LEADS	EA		1		18673	18673		
Deepwater Warehouse	Fieldwood	52843-A		DDW-YARD	SCREEN,MFR:DELTA SCREENS PN:BLANK 3213	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		4816	4816	
Deepwater Warehouse	Fieldwood	56040-A		DDW-YARD	SUB,MFR:HALBURTON PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 99 TYP CROSSOVER,CASING WT 15.1, DIM 3 1/2 IN MATL GR 13 CRV,110 CONN SZ 4 1/2 IN,CONN TYP BPP 5PCL FEATS TSH 511	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		8802	8802	
Deepwater Warehouse	Fieldwood	56042-A		MMW-AREA 5	COUPLING TYP N/A,CONN 1 SZ 7 5/8 IN DIM 7 5/8 IN MATL 110K MATL GR 513 CR MATL SPEC 42.85 PCL FEATS PRESSURE RATING CALC: BURST 14390 PSI, COLLAPSE 13900 PSI, SPEC AB-HDL	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		6090.37	6090.37	
Deepwater Warehouse	Fieldwood	56042-A		PUP JOINT RACK-FLOOR	COUPLING TYP N/A,CONN 1 SZ N/A,CONN 1 TYP VAM TOP DIM 3 1/2 IN MATL 13 CR MATL GR 110 SPEC 10.2	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		3502.9	3502.9	
Deepwater Warehouse	Fieldwood	56045-A		DDW-YARD	PUP JOINT, TUBING TYP N/A,NOM SZ 3 1/2 IN WT 10.2 MATL GR 13 CR PROCESS 110,CONN TYP VAM TOP CONN TYP BPP BOT CONN TYP BPP LG 3 1/2 IN	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		4703.5	4703.5	
Deepwater Warehouse	Fieldwood	56048-A		DDW-YARD	COUPLING TYP N/A,CONN 1 SZ N/A,CONN 1 TYP VAM TOP,CONN 2 TYP VAM TOP,DIM 5 1/2 IN MATL 110 MATL GR 13 CR, SPEC 23	143751	MC 948 2 GUNFINT COMPLETION/L	EA			3		4370	13110	
Deepwater Warehouse	Fieldwood	56050-A		DDW-YARD	PUP JOINT, CASING,MFR:HALBURTON PN:GUN-PM-NEI-PRO-RFP-0014-ITEM 88 TYP N/A,NOM SZ 5 1/2 IN WT 23 MATL 110 MATL GR 13 CR,TOP CONN TYP VAM TOP BOT CONN TYP BPP LG 8 ft	143751	MC 948 2 GUNFINT COMPLETION/L	EA			2		7998.25	15996.5	
Deepwater Warehouse	Fieldwood	56084-A		DDW-YARD	CASING, OCTG,MFR:HALBURTON PN:GUN-PM-NEI-PRO-RFP-0014 - 50,NOM SZ 6 5/8 IN WT 22.8 MATL GR SUPER 13 CR 110,CONN TYP VAM FE 80 LG 15 1/2 IN	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		11529	11529	
Deepwater Warehouse	Fieldwood	56089-A		MR-1-A	ISO TIA ASSEMBLY MATL 13 CR 110,CONN C 5 5/8 IN CONN TYP VAM FE BOX X 4 1/2 IN 15.1 LB TSH 511 PN WT 3.2 LB, SPEC 60 FT OF CONTINUOUS SEALING STROKE, ATR SEAL UNITS	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		458032.4	458032.4	
Deepwater Warehouse	Fieldwood	56070-A		MR-1-A	SEAL ASSEMBLY,MFR:HALBURTON PN:GUN-PM-NEI-PRO-RFP-0014 - 52 TYP MOLDED ATLAS, STRADDLE MATL 513 CR 110,NOM SZ 6 IN CONN TYP VAM TOP 5C 805 1/2 IN WT 20 lb	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		145653.13	145653.13	
Deepwater Warehouse	Fieldwood	56073-A		DDW-YARD	PUP JOINT, TUBING,MFR:HALBURTON PN:GUN-PM-NEI-PRO-RFP-0014 - 54,NOM SZ 3 1/2 IN WT 10.2 LB MATL GR SUPER CHROME 110 TSH 511 LG 4 ft	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		3921.5	3921.5	
Deepwater Warehouse	Fieldwood	56075-A		DDW-YARD	PUP JOINT, TUBING,MFR:HALBURTON PN:GUN-PM-NEI-PRO-RFP-0014 - 57,NOM SZ 3 1/2 IN WT 10.2 LB MATL GR SUPER CHROME 110 TSH 511,TOP CONN TYP BPP LG CUT TO LENGTH	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		4473.5	4473.5	
Deepwater Warehouse	Fieldwood	56484-A		OS-H1-S3	SEAL,MFR:FMC TECHNOLOGIES PN:P2000023846 TYP 5 SPCL FEATS B TYPE EXTERNAL APPLI ISOLATION SLEEVE	143751	MC 948 2 GUNFINT COMPLETION/L	EA			4		857.84	3431.36	
Deepwater Warehouse	Fieldwood	56485-A		MR-5-D	TOOL,MFR:FMC TECHNOLOGIES PN:P1000064452 TYP THRT HYDRAULIC STAB INSTALLATION	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		2373.89	2373.89	
Deepwater Warehouse	Fieldwood	57031-A		OS-H1-S3	SLEEVE,MFR:FMC TECHNOLOGIES PN:P1000133883 TYP 5-SEAL, ISOLATION (UPPER)	143751	MC 948 2 GUNFINT COMPLETION/L	EA			1		940.5	940.5	
Deepwater Warehouse	Fieldwood	57211-A		OS-H1-S3	THERMOSTAT,MFR:ATON PN:4709493603 TYP ENCLOSURE SPACE HEATER CONTROL	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		580	580	
Deepwater Warehouse	Fieldwood	57212-A		OS-H1-S3	SHUNT,MFR:ATON PN:SH-T3004 TYP TRIP VOLT 120 V,APPLI FDR	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		200	200	
Deepwater Warehouse	Fieldwood	57214-A		OS-H1-S3	BLOCK, TERMINAL,MFR:ATON PN:344038-1 TYP LATCHING PULL-APART, STD	142679	MC 782 DANTZLER DEVELOPMENT	EA			2		480	960	
Deepwater Warehouse	Fieldwood	57215-A		OS-H1-S3	HEATER, SPACE,MFR:ATON PN:4709493603 WATT 150 W	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		469	469	
Deepwater Warehouse	Fieldwood	57216-A		MR-GENERAL	RT,MFR:ATON PN:4719491610 TYP TOUCH UP PAINT, COMPRISING AEROSOL CANS, QTY 3, SPEC ANSI-61	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		150	150	

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Fieldwood	61216.A		OS-H1-S2	MT, VALVE REPAIR/MFR CORNERSTONE PN-413-AA8814, COMPRISING PEK SEAL, 17-4PH S5 BALL AND SEAT CARRIERS, RT/FE/ELGYO STEM SEAL, LT JW UP SEALS, FLUOROSILICONE O-RINGS, APPLI 430 SERIES BALL VALVE	139351	MC 688 BIG BEND EXECUTE AFE	EA			1		42,49.9	42,49.9	
Deepwater Warehouse	Fieldwood	61217.A		OS-H1-S2	MT, VALVE REPAIR/MFR CORNERSTONE PN-413-AA8814, COMPRISING PEK SEAL, 17-4PH S5 THROTTLE BALL AND SEAT CARRIERS, RT/FE/ELGYO STEM SEAL, TFE UP SEALS AND FACE SEALS, FLUOROSILICONE O-RINGS, APPLI 430 SERIES BALL VALVE	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		61.00	61.00	
Deepwater Warehouse	Fieldwood	61218.A		OS-H1-S2	MT, VALVE REPAIR/MFR CORNERSTONE PN-413-AA8814, COMPRISING PEK SEAL, 17-4PH S5 BALL AND SEAT CARRIERS, RT/FE/ELGYO STEM SEAL, LT JW UP SEALS AND O-RINGS, APPLI 433 SERIES BALL VALVE	139351	MC 688 BIG BEND EXECUTE AFE	EA			1		80.25	80.25	
Deepwater Warehouse	Fieldwood	61219.A		OS-H1-S2	MT, VALVE REPAIR/MFR CORNERSTONE PN-414-45424C, COMPRISING 17-4PH S5 SEAT, NITRONIC 60 DISC, 17-4PH S5 SHAFT, APPLI 454 SERIES CHECK VALVE	139351	MC 688 BIG BEND EXECUTE AFE	EA			1		47.00	47.00	
Deepwater Warehouse	Fieldwood	61220.A		OS-H1-S2	MT/MFR CORNERSTONE PN-5000703.004, TYP COMPACT SOFT GOODS REPAIR, SZ 10 IN, COMPRISING 17-4 H1075 AND G FEEK SEAT AND INSERTS,	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		18531.96	18531.96	
Deepwater Warehouse	Fieldwood	61221.A		OS-GENERAL	VALVE BALL/MFR: PRECISION TECH; PN-BV2-5620BF12MFR, ACECO TYP COMPACT TRUNNION CONN 1 SZ 10 IN, CL 10K	139351	MC 688 BIG BEND EXECUTE AFE	EA			1		15857.14	15857.14	
Deepwater Warehouse	Fieldwood	61222.A		OS-GENERAL	VALVE BALL/MFR: PRECISION TECH; PN-BV2-3510BF12MFR, ACECO TYP COMPACT TRUNNION CONN 1 SZ 8 IN, CL 10K	139351	MC 688 BIG BEND EXECUTE AFE	EA			1		9857.14	9857.14	
Deepwater Warehouse	Fieldwood	61223.A		OS-H1-S2	VALVE BALL/MFR: PRECISION TECH; PN-BV2-2350BF12MFR, ACECO TYP COMPACT TRUNNION CONN 1 SZ 6 IN, CL 10K	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		4585.71	4585.71	
Deepwater Warehouse	Fieldwood	61241.A		DWW-YARD	CASING, OCTG NOM SZ 7 IN, WT 32.00 LB/L, MATL GR 13CR10M, PROCESS NA, CONN TYP VAM TOP LG RLD, DRIFT DIA 6 IN		MC 782 DANTZLER DEVELOPMENT	FT			20		43.135	862.7	
Deepwater Warehouse	Fieldwood	61366.A		DWW-YARD-C-VAN 401592.1	VALVE RELIEF/MFR NOV/P5V-1030, VALV SZ 4 X 6 IN, CONN TYP RT J X RF, PRESS RANGE CL 300 X CL 300, ORTD PILOT, OPFC SZ 1.85 IN, STD API	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		40301.25	40301.25	
Deepwater Warehouse	Fieldwood	61981.A		DWW-YARD	VALVE BALL/MFR: PRECISION TECH; PN-BV2-3510BF12MFR, ACECO TYP COMPACT TRUNNION CONN 1 SZ 8 IN, CL 10K	141585	MC 688 BIG BEND LONG LEADS	FT			200		116.48	23296	
Deepwater Warehouse	Fieldwood	61988.A		MR-2.A	DISC, RUPTURE/MFR: FKE; PN-A9311-6, TYP SPARE INTERNAL RUPTURE DISC, ORTIG PRESS RATED 5900 PSI, BST PRESS MINIMUM 4570 PSI, OP TEMP 150		VK 826 Neptune Extension	EA			4		156.455	6261.82	
Deepwater Warehouse	Fieldwood	61989.A		DWW-YARD	FRAME MFR: AQUICUS; PN-SCH-1100, DIM 6 X 1.5 X 2.1, MATL CARBON STEEL, SPLC FEATS DIV STAGE GUIDE, WEIGHT, 700.875 LBS	141899		EA			1		35.00	3500	
Deepwater Warehouse	Fieldwood	61992.A		DWW-YARD	FRAME MFR: GLOBAL DIVERS/MARINE; PN-155-03, DIM 20 X 8 X 4, MATL CARBON STEEL, SPLC FEATS DIV STAGE GUIDE, WEIGHT, 700.875 LBS			EA			1		5366.51	5366.51	
Deepwater Warehouse	Fieldwood	61995.A		DWW-YARD	FRAME MFR: GLOBAL DIVERS/MARINE; PN-155-03, DIM 9 X 2.6 FT X 6 IN, MATL CARBON STEEL, SPLC FEATS WIT BELL TUGGER SKID, 5000 LB SWL			EA			1		1013.94	1013.94	
Deepwater Warehouse	Fieldwood	62365.A		MW-H10-FL	VALVE BALL/MFR: CORTEC; PN-BN114-17A2001-30K-0000-31, LUBB TYP ASSEMBLY, COMPACT TRUNNION CONN 1 SZ 7-1/16 IN, CONN 2 SZ 6-3/8 IN, CL 1000 PSI, TRIM SS 17-4PH TC, STGDS VITON (EDN), SPLC FEATS BONNET, RETAINER (XTAN COATED), STD BS/MIN/AV1	203563	Rio Grande Spares	EA			1		55680	55680	
Deepwater Warehouse	Fieldwood	62365.A		MW-H10-FL	VALVE BALL/MFR: CORTEC; PN-BN114-17A2001-30K-0000-31, LUBB TYP ASSEMBLY, COMPACT TRUNNION CONN 1 SZ 7-1/16 IN, CONN 2 SZ 6-3/8 IN, CL 1000 PSI, TRIM SS 17-4PH TC, STGDS VITON (EDN), SPLC FEATS BONNET, RETAINER (XTAN COATED), STD BS/MIN/AV1	203563	Rio Grande Spares	EA			1		55680	55680	
Deepwater Warehouse	Fieldwood	62367.A		MW-H10-FL	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			1		23475	23475	
Deepwater Warehouse	Fieldwood	62368.A		MW-H12-FL	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			1		58325	58325	
Deepwater Warehouse	Fieldwood	62369.A		MW-H10-FL	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			12		75	900	
Deepwater Warehouse	Fieldwood	62370.A		MW-H10-FL	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			6		14	84	
Deepwater Warehouse	Fieldwood	62371.A		MW-H10-FL	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			6		18	108	
Deepwater Warehouse	Fieldwood	62372.A		MW-H10-FL	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			3		4	12	
Deepwater Warehouse	Fieldwood	62453.A		DWW-YARD-C-VAN 402189.0	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			0		35.70	0	
Deepwater Warehouse	Fieldwood	62453.A		DWW-YARD-C-VAN 402189.0	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	141585	MC 688 BIG BEND LONG LEADS	EA			0		35.70	0	
Deepwater Warehouse	Fieldwood	62535.A		DWW-YARD-C-VAN 401592.1	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			1		1895.19	1895.19	
Deepwater Warehouse	Fieldwood	62536.A		DWW-YARD-C-VAN 401592.1	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			1		2513.08	2513.08	
Deepwater Warehouse	Fieldwood	62537.A		DWW-YARD-C-VAN 401592.1	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			1		5303.95	5303.95	
Deepwater Warehouse	Fieldwood	62538.A		DWW-YARD-C-VAN 401592.1	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			1		4641.93	4641.93	
Deepwater Warehouse	Fieldwood	62539.A		DWW-YARD-C-VAN 401592.1	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			2		5303.95	10607.9	
Deepwater Warehouse	Fieldwood	62540.A		DWW-YARD-C-VAN 401592.1	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			1		4974.33	4974.33	
Deepwater Warehouse	Fieldwood	62541.A		DWW-YARD-C-VAN 401592.1	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			1		1233.18	1233.18	
Deepwater Warehouse	Fieldwood	62542.A		DWW-YARD-C-VAN 401592.1	VALVE BALL/MFR: CORTEC; PN-BN114-18-6802-76K-0000-32, OCT TYP ASSEMBLY, CONN 1 SZ 1-13/16 IN, CL 1000 PSI, BAY MATL DUPLEX SS, MATL GR BONNET, STD BS/MIN/AV1	203563	Rio Grande Spares	EA			1		5303.94	5303.94	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Fieldwood	62543-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-2INAB01MFR: MOMA,SZ 2 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI FLOATING BALL VALVE	203563	Rio Grande Spares	EA			1		737.32	737.32	
Deepwater Warehouse	Fieldwood	62544-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-2INAB01MFR: MOMA,SZ 6 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION	203563	Rio Grande Spares	EA			1		3647.6	3647.6	
Deepwater Warehouse	Fieldwood	62545-A		DWW-YARD-C-VAN 401592.1	COMMISSIONING	203563	Rio Grande Spares	EA			1		996.93	996.93	
Deepwater Warehouse	Fieldwood	62546-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INHF02MFR: MOMA,SZ 3 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION BALL VALVE	203563	Rio Grande Spares	EA			2		1043.66	2087.32	
Deepwater Warehouse	Fieldwood	62547-A		DWW-YARD-C-VAN 401592.1	COMMISSIONING	203563	Rio Grande Spares	EA			3		2390.19	7170.57	
Deepwater Warehouse	Fieldwood	62548-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INAB71MFR: MOMA,SZ 3 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI MONO-DBB	203563	Rio Grande Spares	EA			2		3063.465	6126.93	
Deepwater Warehouse	Fieldwood	62549-A		DWW-YARD-C-VAN 401592.1	COMMISSIONING	203563	Rio Grande Spares	EA			1		1090.4	1090.4	
Deepwater Warehouse	Fieldwood	62550-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INFA02MFR: MOMA,SZ 3 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION BALL VALVE	203563	Rio Grande Spares	EA			1		1233.18	1233.18	
Deepwater Warehouse	Fieldwood	62551-A		DWW-YARD-C-VAN 401592.1	COMMISSIONING	203563	Rio Grande Spares	EA			1		1043.66	1043.66	
Deepwater Warehouse	Fieldwood	62552-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INAB01MFR: MOMA,SZ 8 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION	203563	Rio Grande Spares	EA			1		5919.23	5919.23	
Deepwater Warehouse	Fieldwood	62553-A		DWW-YARD-C-VAN 401592.1	COMMISSIONING	203563	Rio Grande Spares	EA			2		4640.725	9281.45	
Deepwater Warehouse	Fieldwood	62554-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INFA02MFR: MOMA,SZ 3 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION BALL VALVE	203563	Rio Grande Spares	EA			1		202.7	202.7	
Deepwater Warehouse	Fieldwood	62555-A		DWW-YARD-C-VAN 401592.1	COMMISSIONING	203563	Rio Grande Spares	EA			1		507.44	507.44	
Deepwater Warehouse	Fieldwood	62556-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INAB01MFR: MOMA,SZ 6 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION BALL VALVE	203563	Rio Grande Spares	EA			1		676.26	676.26	
Deepwater Warehouse	Fieldwood	62557-A		DWW-YARD-C-VAN 401592.1	COMMISSIONING	203563	Rio Grande Spares	EA			1		313.38	313.38	
Deepwater Warehouse	Fieldwood	62558-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INFA02MFR: MOMA,SZ 3 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION BALL VALVE	203563	Rio Grande Spares	EA			1		676.26	676.26	
Deepwater Warehouse	Fieldwood	62559-A		DWW-YARD-C-VAN 401592.1	COMMISSIONING	203563	Rio Grande Spares	EA			1		1312.44	1312.44	
Deepwater Warehouse	Fieldwood	62560-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INAB01MFR: MOMA,SZ 6 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION BALL VALVE	203563	Rio Grande Spares	EA			1		676.26	676.26	
Deepwater Warehouse	Fieldwood	62561-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INAB01MFR: MOMA,SZ 4 IN,CL 150,COMPRISING SEAT, PACKING, O-RING,APPLI CONCENTRIC BUTTERFLY VALVE COMMISSIONING	203563	Rio Grande Spares	EA			1		93.44	93.44	
Deepwater Warehouse	Fieldwood	62562-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INAB01MFR: MOMA,SZ 10 IN,CL 900,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION	203563	Rio Grande Spares	EA			2		744.63	1489.26	
Deepwater Warehouse	Fieldwood	62563-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INAB01MFR: MOMA,SZ 6 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION BALL VALVE	203563	Rio Grande Spares	EA			1		213.38	213.38	
Deepwater Warehouse	Fieldwood	62564-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INAB01MFR: MOMA,SZ 6 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION BALL VALVE	203563	Rio Grande Spares	EA			2		3127.13	6254.26	
Deepwater Warehouse	Fieldwood	62565-A		DWW-YARD-C-VAN 401592.1	COMMISSIONING	203563	Rio Grande Spares	EA			1		1233.18	1233.18	
Deepwater Warehouse	Fieldwood	62566-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INAB01MFR: MOMA,SZ 3 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION BALL VALVE	203563	Rio Grande Spares	EA			2		1328.42	2656.84	
Deepwater Warehouse	Fieldwood	62567-A		DWW-YARD-C-VAN 401592.1	COMMISSIONING	203563	Rio Grande Spares	EA			1		1090.4	1090.4	
Deepwater Warehouse	Fieldwood	62568-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INAB01MFR: MOMA,SZ 4 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION BALL VALVE	203563	Rio Grande Spares	EA			1		2915.48	2915.48	
Deepwater Warehouse	Fieldwood	62569-A		DWW-YARD-C-VAN 401592.1	RT-MFR-ACADIAN/PN-3INAB01MFR: MOMA,SZ 4 IN,CL 150,COMPRISING O-RING/UP SEAL, GRAPHITE, SPRING AND RITEXAPPLI TRUNNION BALL VALVE	203563	Rio Grande Spares	EA			2		1907.6	3815.2	
Deepwater Warehouse	Fieldwood	62585-A		DWW-YARD-C-VAN 425796-0	CROSSOVER, CASING,MFR,BENJOT PN:1025, TOP CONN,SZ 4-1/2 IN, TOP CONN WT 15.50 LBS, TOP CONN TYP B1S-6 PN,BOT CONN,SZ 6 IN,BOT CONN WT 30.90 LBS,BOT CONN TYP VAM TOP RP BOX,MATL GR HYPER 13 CR,10,PROCESS N/A,LG 2 ft	203389	MC 339 SLAVE RGATE DRL	EA			2		2350.2	2350.2	
Deepwater Warehouse	Fieldwood	62613-A		PUP JOINT TACK TIER 1	CROSSOVER, CASING,MFR,BENJOT PN:1025, TOP CONN,SZ 4-1/2 IN, TOP CONN WT 15.50 LBS, TOP CONN TYP B1S-6 PN,BOT CONN,SZ 6 IN,BOT CONN WT 30.90 LBS,BOT CONN TYP VAM TOP RP BOX,MATL GR HYPER 13 CR,10,PROCESS N/A,LG 2 ft			EA			1		2551.3	2551.3	
Deepwater Warehouse	Fieldwood	62614-A		PUP JOINT TACK FLOOR	CROSSOVER, CASING,MFR,BENJOT PN:1025, TOP CONN,SZ 4-1/2 IN, TOP CONN WT 15.50 LBS, TOP CONN TYP B1S-6 PN,BOT CONN,SZ 6 IN,BOT CONN WT 30.90 LBS,BOT CONN TYP VAM TOP RP BOX,MATL GR HYPER 13 CR,10,PROCESS N/A,LG 2 ft			EA			1		2350.2	2350.2	

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Feldwood	63285.A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY/MFR/AKER, PN:10815-0007 ID-43, TYP EXTENSION, SPEC CONNECTOR TYPE MALE DB9, 15.000466-03, TYP INTERFACE, MAT: 6003, SPEC CONNECTOR TYPE DB9 FEMALE, MFR:32921, F848S	203563	Rio Grande Spares	EA			0		48.75	0	0
Deepwater Warehouse	Feldwood	63286.A		PR-R1-3	CABLE ASSEMBLY/MFR/AKER, PN:1022024, SPEC 8WAY CANNON PLUG-CANNON RPT	139351	MC 782 DANTZLER	EA			0		428.5	0	0
Deepwater Warehouse	Feldwood	63287.A		PR-R1-3	CABLE ASSEMBLY/MFR/AKER, PN:1024003, LG 25 ft, SPEC 12W CANNON PLUG-12W CANNON RPT	142679	DEVELOPMENT	EA			0		4260	0	0
Deepwater Warehouse	Feldwood	63288.A		PR-R1-3	CABLE ASSEMBLY/MFR/AKER, PN:1024379, SPEC BW ROV RPT - 12W CANNON PLUG	139351	EXECUTE A/E	EA			0		4292.5	0	0
Deepwater Warehouse	Feldwood	63289.A		PR-R1-3	CABLE ASSEMBLY/MFR/AKER, PN:1022161, SPEC 4 WAY ROV PLUG-CANNON RPT	139351	EXECUTE A/E	EA			0		7956.48	0	0
Deepwater Warehouse	Feldwood	63290.A		PR-R1-3	CABLE ASSEMBLY/MFR/AKER, PN:10241616, LG 6 ft, SPEC BW CANNON S TO 12W	142679	MC 782 DANTZLER	EA			0		8165.08	0	0
Deepwater Warehouse	Feldwood	63291.A		PR-R1-3	CANNON PLUG	142679	DEVELOPMENT	EA			0		2547.5	0	0
Deepwater Warehouse	Feldwood	63294.A		PUP JOINT BACK-4	PUP JOINT, CASING/MFR: BENOIT, PN:15053, NOM SZ 4-1/2 IN, WT 15.50 lb, IN, MATL GR 13C110, TOP CONN TYP B7S-5/C LOWER COMBO, BOT CONN TYP B7S-6/C LOWER COMBO, LG 12 ft, SPLC FEATS W/ SQUARE SHOULDER			EA			1		3754.88	3754.88	
Deepwater Warehouse	Feldwood	63297.A		PUP JOINT BACK-FLOOR	WIPPLE, LANDING/MFR: BENOIT, PN:19313, TUBE OD 3.12 IN, CONN SZ 23/4			EA			1		3480.12	3480.12	
Deepwater Warehouse	Feldwood	63374.A		PUP JOINT BACK-FLOOR	WIPPLE, LANDING/MFR: BENOIT, PN:19313, TUBE OD 3.12 IN, CONN SZ 23/4			EA			1		3012.9	3012.9	
Deepwater Warehouse	Feldwood	6352.A		MW-R17-3	VALVE, CONTROL/MFR: FISHER, PN:11608, TYP GLOBE, VLV SZ 1 IN, CONN TYP FLANGED, RF CL 150, BODY MATL CS, ASME S452, GR LCC, SPLC FEATS BOLTED BONNET, MATERIAL: FMS20B100, (INACE MRO103-MRO175/50 15156), LCC PER FMS20B75 GROUP 1M (INACE MRO175-200)	203563	Rio Grande Spares	EA			0		5760	0	0
Deepwater Warehouse	Feldwood	63553.A		MW-R17-3	VALVE, CONTROL/MFR: FISHER, PN:11608, TYP GLOBE, VLV SZ 1 IN, CONN TYP FLANGED, RF CL 150, BODY MATL CS, ASME S452, GR LCC, SPLC FEATS BOLTED BONNET, MATERIAL: FMS20B100, (INACE MRO103-MRO175/50 15156), PATERN 81A-LCC FMS20B100, LNU04	203563	Rio Grande Spares	EA			0		6250	0	0
Deepwater Warehouse	Feldwood	63554.A		MW-R17-3	VALVE, CONTROL/MFR: FISHER, PN:12100, TYP GLOBE, VLV SZ 1 IN, CONN TYP FLANGED, RTJ CL 1500, BODY MATL STEEL, GR LCC, TRIM 517400 SS, H1510, STEM: 520910 SS, W 517400 SS, DBL H1150 PLUG, SPLC FEATS STANDARD BONNET, MATERIAL: FMS20B100, MIN 04 DVC0200	203563	Rio Grande Spares	EA			0		6537	0	0
Deepwater Warehouse	Feldwood	65073.A		DWW-YARD C-VAN 609785	CENTRALIZER, SUB/MFR: BLACHAWK, PN:0101457, QP0003A, CASING SZ 7750 IN, WT 46.10 lb, IN, MATL GR AP Q125, CONN TYP TSH 523, SPLC FEATS W/ (8) PSI, MIN-R3600, B5T-25	203389	MC 339 SILVERGATE DRL	EA			0		6727	0	0
Deepwater Warehouse	Feldwood	65073.A		DWW-YARD C-VAN MOTU 045 9057 4501	CENTRALIZER, SUB/MFR: BLACHAWK, PN:0101457, QP0003A, CASING SZ 7750 IN, WT 46.10 lb, IN, MATL GR AP Q125, CONN TYP TSH 523, SPLC FEATS W/ (8) PSI, MIN-R3600, B5T-25	201560	GC 40-02 Kaimal 2	EA			11		6263.33	6886.63	
Deepwater Warehouse	Feldwood	65110.A		DWW-YARD C-VAN HCU 133919 9	VALVE, BALL/MFR: GALP/PTI, PN:F-EHA32-K, TYP DOUBLE BLOCK AND BLEED, OPTID GEAR WITH LOCKING DEVICE, CONN 1 SZ 6 IN, CONN 1 TYP RPT CONN 2 TYP RINGE-50 TO 300 DEG F, BRAND: SS, MATL GR F53, FACE TO FACE LG 30 IN, TEMP RINGE-50 TO 300 DEG F, BRAND: SS	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		17501	17501	
Deepwater Warehouse	Feldwood	65111.A		DWW-YARD C-VAN HCU 133919 9	VALVE, BALL/MFR: GALP/PTI, PN:F-EHA32-K, TYP DOUBLE BLOCK AND BLEED, OPTID GEAR WITH LOCKING DEVICE, CONN 1 SZ 6 IN, CONN 1 TYP RPT CONN 2 TYP RINGE-50 TO 300 DEG F, BRAND: SS	142679	MC 782 DANTZLER	EA			1		29829	29829	
Deepwater Warehouse	Feldwood	65122.A		DWW-YARD C-VAN HCU-1481372	CENTRALIZER, SUB/MFR: WEATHERFORD, PN:549W, LCH53Q12A002	201560	GC 40-02 Kaimal 2	EA			2		10695	21390	
Deepwater Warehouse	Feldwood	65125.A		DWW-YARD C-VAN 402189-0	CENTRALIZER, SUB/MFR: WEATHERFORD, PN:549W, LCH53Q12A002	203389	MC 339 SILVERGATE DRL	EA			1		8527	8527	
Deepwater Warehouse	Feldwood	65126.A		DWW-YARD C-VAN 402189-0	COLLAR, FLOAT/MFR: WEATHERFORD, PN:1434AN, LQ52Q12A001 2497481, CASING OD 9/8 IN, CASING WT 62.8 lb, IN, MATL GR Q125, CONN TYP TENARISHYORIL 523	203389	MC 339 SILVERGATE DRL	EA			1		16343	16343	
Deepwater Warehouse	Feldwood	65127.A		DWW-YARD C-VAN 402189-0	COLLAR, FLOAT/MFR: WEATHERFORD, PN:1434AN, LQ52Q12A001 2497481, CASING OD 9/8 IN, CASING WT 62.8 lb, IN, MATL GR Q125, CONN TYP TENARISHYORIL 523	203389	MC 339 SILVERGATE DRL	EA			1		16952	16952	
Deepwater Warehouse	Feldwood	65129.A		CRTER 1	GR 13C110, TOP CONN TYP B7S-6, BOT CONN TYP B7S-6, LG 12 ft, SPLC FEATS WITH SQUARE SHOULDER			EA			4		3175.7425	12702.97	
Deepwater Warehouse	Feldwood	65140.A		DWW-YARD C-VAN HCU 133919 9	VALVE, BALL/MFR: GALP/PTI, PN:F-EHA32-K, TYP 4 INCH, OPTID GEAR WITH LOCKING DEVICE, CONN 1 TYP RTI FLANGE WITH A193-BBM BOLTS, CONN 2 TYP RTI FLANGE WITH A194-BBM BOLTS, PORT TYP RPT, BODY MATL A82-F51, TRIM ALB-F51, STL, DOUBLE BLOCK AND BLEED	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		11195	11195	
Deepwater Warehouse	Feldwood	65551.A		BW-AREA 3	SUB/MFR: WORKSIRING, PN:530-534, TYP WEEP HOLE ID 4-1/4 IN, OD 7 IN, LG 48 SH/IN, CONN TYP CM7 BOX X CM7 PIN	142381	MC 782 DANTZLER COMPLETION	EA			1		5200	5200	
Deepwater Warehouse	Feldwood	65823.A		MW-R10-1	ASSEMBLY/MFR: SKOTCO, PN:21188-3, TYP FLUSHER, COMPRISING DUAL PATH, U/L/F CONFIGURATION, ROV RETRIEVABLE DOCKING CANISTER, WORKING PRESSURE: 15000 PSI	126099	MC 519 2 LONG LEAD CONST	EA			0		36619	0	0
Deepwater Warehouse	Feldwood	65865.A		OS-F1-52	SEAL, RING/MFR: GRAYCO, PN:HB0174-29-1	203563	Rio Grande Spares	EA			2		645	1290	
Deepwater Warehouse	Feldwood	65916.A		BW-AREA 3	DISC, RUPTURE/MFR: FIKI, PN:NA1, TYP INTERNAL, SPLC FEATS 7500 PSI AT 200 DEG F, W/5250 PSI MIN BACK PRESSURE	201560	GC 40-02 Kaimal 2	EA			1		3273.02	3273.02	
Deepwater Warehouse	Feldwood	65924.A		MR-2-A	DISC, RUPTURE/MFR: FIKI, PN:NA1, TYP EXTERNAL, SPLC FEATS 7500 PSI AT 200 DEG F, W/5250 PSI MIN BACK PRESSURE	201560	GC 40-02 Kaimal 2	EA			2		3384.23	6668.46	
Deepwater Warehouse	Feldwood	65925.A		MR-2-A	DISC, RUPTURE/MFR: FIKI, PN:NA1, TYP EXTERNAL, SPLC FEATS 7500 PSI AT 200 DEG F, W/5250 PSI MIN BACK PRESSURE	201560	GC 40-02 Kaimal 2	EA			2		3384.23	6668.46	
Deepwater Warehouse	Feldwood	65953.A		DWW-YARD C-VAN 438422-0	CENTRALIZER, SUB/MFR: BLACHAWK, PN:0104937, QP0003 A, CASING SZ 12.875 IN, WT 95.50 lb, IN, MATL GR AP P110, CONN TYP TENARISHYORIL WEDGE 521, SPLC FEATS W/ (18) BOW SPRING, 25 IN OVER BOW, MIN-R3600, B5T-36T	201560	GC 40-02 Kaimal 2	EA			2		17425.71	34851.42	
Deepwater Warehouse	Feldwood	65953.A		DWW-YARD C-VAN 45905	CENTRALIZER, SUB/MFR: BLACHAWK, PN:0104937, QP0003 A, CASING SZ 12.875 IN, WT 95.50 lb, IN, MATL GR AP P110, CONN TYP TENARISHYORIL WEDGE 521, SPLC FEATS W/ (18) BOW SPRING, 25 IN OVER BOW, MIN-R3600, B5T-36T	201560	GC 40-02 Kaimal 2	EA			3		17425.71	52277.13	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS. Net Value
Deepwater Warehouse	Feldwood	65955.A		BW-AREA 3	CENTRALIZER, SUB-MFR:BLACHAWK, PN:0101433-QP0003.A,CASNG SZ 11.875 IN,WT 71.80 LB/MT,GR AP Q125,CONN TYP TENARISHORNL WEDGE 523,SPLC FEATS W/ (12) BOW SPRING, 16.750 IN OVER BOW,MN R3600, BST-25B	201560		EA		6		8540	51240	
Deepwater Warehouse	Feldwood	65955.A		DWW-YARD-C-VAN 968233-Scrapped and sold to Louisiana Scrap-03/19/19	CENTRALIZER, SUB-MFR:BLACHAWK, PN:0101433-QP0003.A,CASNG SZ 11.875 IN,WT 71.80 LB/MT,GR AP Q125,CONN TYP TENARISHORNL WEDGE 523,SPLC FEATS W/ (12) BOW SPRING, 16.750 IN OVER BOW,MN R3600, BST-25B	201560		EA		0		8540	0	
Deepwater Warehouse	Feldwood	65956.A		DWW-YARD-C-VAN HCU-1481372	CENTRALIZER, SUB-MFR:BLACHAWK,PN:0108364,TYP R3600,CASNG SZ 10.125 IN,WT 79.22 LB/MT,GR AP Q125,CONN TYP MFL SU-I,SPLC FEATS W/ MINIMUM YIELD STRENGTH: 235000, 16.623 IN OVER BOW,MN R3600, BST-39B	201560		EA		6		7282.86	43697.16	
Deepwater Warehouse	Feldwood	66085.A		BW-R6-2	METER, FLOW:MFR:SMITH METER,PN:FE-8016,TYP POSITIVE DISPLACEMENT,DSGN RTNG CL 150,SZ 4 IN,CONN TYP FLANGED RF,MN F4-S3 COLLAR, FLOAT,MFR:WEATHERFORD,PN:L48ANQH523Q12A001,CASNG OD 11-7/8 IN,CASNG WT 71.80 MATL,GR Q125,CONN TYP HYD-	142679		EA		1		28703.26	28703.26	
Deepwater Warehouse	Feldwood	66204.A		BW-AREA 3	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L48ANQH523Q12A001,TYP SINGLE LARG	201560		EA		2		1481.7	2963.4	
Deepwater Warehouse	Feldwood	66206.A		BW-AREA 3	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L48ANQH523Q12A001,TYP SINGLE LARG	201560		EA		2		1507.2	3014.4	
Deepwater Warehouse	Feldwood	66211.A		DWW-YARD-C-VAN HCU-1481372	BORE FLOW ACTIVATED ALUMINUM FLAPPER VALVE,CASNG OD 10-1/8 IN,CASING WT 79.22 LB/MT,GR Q125,CONN TYP SU-I	201560		EA		2		1047.6	2095.2	
Deepwater Warehouse	Feldwood	66212.A		BW-AREA 3	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L48AKXCU12B13A001,TYP SINGLE LARG	201560		EA		1		10730	10730	
Deepwater Warehouse	Feldwood	66212.A		DWW-YARD-C-VAN HCU-1481372	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L48AKXCU12B13A001,TYP SINGLE LARG	201560		EA		1		10730	10730	
Deepwater Warehouse	Feldwood	66212.A		DWW-YARD-C-VAN HCU-1481372	COLLAR, FLOAT,MFR:WEATHERFORD,PN:L48AKXCU12B13A001,TYP SINGLE LARG	201560		EA		1		10730	10730	
Deepwater Warehouse	Feldwood	66227.A		PR-R2-1	KIT,MFR:FMC TECHNOLOGIES,PN:P2000054824,TYP WIRELINE PLUG REDRESS,CL 15000 PSI	140528		EA		0		2854.33	0	
Deepwater Warehouse	Feldwood	66228.A		PR-R1-1	KIT,MFR:FMC TECHNOLOGIES,PN:P2000054317,TYP WIRELINE PLUG REDRESS,CL 15000 PSI	140528		EA		0		34590.75	0	
Deepwater Warehouse	Feldwood	66955.A		DWW-YARD-C-VAN CCU 66729	CENTRALIZER,MFR:HALBURTON,PN:102528668,TYP UROS,DI 7.3/4 IN,HOLE SZ 9-1/2 IN,STOP-MFR:HALBURTON,PN:102607903,TYP ARC SLIP ON,ACE	203389		EA		48		260.02	12480.96	
Deepwater Warehouse	Feldwood	66956.A		DWW-YARD-C-VAN CCU 66729	COLLAR, STOP-MFR:HALBURTON,PN:102607903,TYP ARC SLIP ON,ACE	203389		EA		96		594.72	57993.12	
Deepwater Warehouse	Feldwood	66962.A		MR-4-C	SCREW, SET-MFR:FMC TECHNOLOGIES,PN:DP-79-0332,HD STL,HEX SOCKET DRIVE,NOM TH DIA 0.375 IN,THD BUINC-2A/TA,HD LG 0.75 IN	140528		EA		0		99.03	0	
Deepwater Warehouse	Feldwood	66963.A		MR-4-C	SCREW, SET-MFR:FMC TECHNOLOGIES,PN:P433007-HD STL,HEX SOCKET DRIVE,NOM TH DIA 0.375 IN,THD BUINC-2A/TA,HD LG 0.88 IN	140528		EA		0		99.36	0	
Deepwater Warehouse	Feldwood	66964.A		MR-4-C	SCREW, SET-MFR:FMC TECHNOLOGIES,PN:P433007-HD STL,HEX SOCKET DRIVE,NOM TH DIA 0.375 IN,THD BUINC-2A/TA,HD LG 0.5 IN	140528		EA		0		66.26	0	
Deepwater Warehouse	Feldwood	67273.A		DWW-YARD-C-VAN HCU 133919	POSTIONER, VALVE:MFR:CORTEC,PN:5984889782220MBR, WESTCOCK,TYP NON	139351		EA		3		865	2595	
Deepwater Warehouse	Feldwood	67274.A		DWW-YARD-C-VAN HCU 133919	SWITCHBOX,STD BM2-Y	139351		EA		1		2235	2235	
Deepwater Warehouse	Feldwood	67275.A		DWW-YARD-C-VAN HCU 133919	KIT, SEAL,MFR:CORTEC,PN:SDV-Q1308,PN:SDV-Q1408,TYP SPARE	139351		EA		1		2235	2235	
Deepwater Warehouse	Feldwood	67279.A		DWW-YARD-C-VAN HCU 133919	KIT, VALVE REPAIR,MFR:CORTEC,PN:BN114-1708703-3000-0000-31,PU8B,TYP MAJOR	139351		EA		1		5895	5895	
Deepwater Warehouse	Feldwood	67280.A		DWW-YARD-C-VAN HCU 133919	KIT, VALVE REPAIR,MFR:CORTEC,PN:BN182-1645709-3000-0000-31,PU8B,TYP MAJOR	139351		EA		1		2897	2897	
Deepwater Warehouse	Feldwood	67281.A		DWW-YARD-C-VAN HCU 133919	KIT, VALVE REPAIR,MFR:CORTEC,PN:BN182-1702009-3000-0000-31,PU8B,TYP MAJOR	139351		EA		1		5794	5794	
Deepwater Warehouse	Feldwood	67282.A		DWW-YARD-C-VAN HCU 133919	KIT, SEAL,MFR:CORTEC,PN:SDV-Q130,PN:SDV-Q140,PN:SDV-Q140A,PN:SDV-Q130D,PN:SDV-Q130A,TYP SPARE	139351		EA		2		870	1740	
Deepwater Warehouse	Feldwood	67400.A		DWW-YARD-C-VAN 401582	MOTOR,MFR:SUNSOURCE,PN:ADPM5-4X25X5 5CT,TP MOTOR,SPEC 5500 PSI, 3.40 GPM, 25 INH40V/60HZ/3PH, 1800 RPM, 120V/60HZ/1PH, HEATERS, CSA & UL	203563		EA		1		22390	22390	
Deepwater Warehouse	Feldwood	67403.A		BW-AREA 2	SEPARATOR,MFR:SUZER,PN:9012171,TYP GR2 CYCLONE INLET DEVICE,MN-MBD-1010/1020,ALL BOLTING AND NITRILE GASKETS, NOZZLE (DIA 12 X LG 62 IN), DUPLEX 22015 INCLUDING MALLACHEVON V30 MIST ELIMINATOR MOTION BAFFLE (OD: 84 IN, MATERIAL: SS 316)	139351		EA		1		38900	38900	
Deepwater Warehouse	Feldwood	67444.A		MR-5-D	SEAL, RING,MFR:GRAYLOC,PN:50553NTHK 14 mm,MATL AS AISI 4140,CIR GREEN,SPLC FEATS MATERIAL: PTFE,CTD	142679		EA		1		63	63	
Deepwater Warehouse	Feldwood	67444.A		MR-GENERAL	SEAL, RING,MFR:GRAYLOC,PN:50553NTHK 14 mm,MATL AS AISI 4140,CIR GREEN,SPLC FEATS MATERIAL: PTFE,CTD	203563		EA		2		63	126	
Deepwater Warehouse	Feldwood	67445.A		MR-GENERAL	SEAL, RING,MFR:GRAYLOC,PN:50553NTHK 14 mm,MATL AS AISI 4140,CIR GREEN,SPLC FEATS MATERIAL: PTFE,CTD	203563		EA		4		1890	7560	
Deepwater Warehouse	Feldwood	67452.A		DWW-YARD-C-VAN 968233-Scrapped and sold to Louisiana Scrap-03/19/19	CENTRALIZER, SUB-MFR:BLACHAWK,PN:0108364-QP0003.A,CASNG SZ 7 IN,WT 35 PPF,MATL AS MATL GR P-110,BOW SZ 11.625 IN,CONN TYP HYD 523,SPLC FEATS TENARISHORNL WEDGE 523, OVER BOW, BFTS-338 (6)	203389		EA		0		6287.14	0	
Deepwater Warehouse	Feldwood	67455.A		BW-R3-3	FLANGE,MFR:CORTEC,PN:BN165-1625504-3000-1,TYP BUND,DM 16-9/16 IN,MATL AS 4130,OPRG PRESS 10000 PSI,SPLC FEATS HP AUTOCLAVE	203563		EA		2		3055	6110	
Deepwater Warehouse	Feldwood	67500.A		MR-R3-1	FLYING LEAD,MFR:AKER,PN:BB15-000778-25 ELECTRICAL,325 R-8-WAY	141585		EA		1		19893	19893	
Deepwater Warehouse	Feldwood	67501.A		DWW-YARD-C-VAN 433422.0	FLYING LEAD,MFR:AKER,PN:BB15-000776-25 ELECTRICAL,325 R-4-WAY	141585		EA		0		18593	0	
Deepwater Warehouse	Feldwood	67502.A		MR-R5-2	FLYING LEAD,MFR:AKER,PN:BB15-000778-25 ELECTRICAL,3016-4-WAY	141585		EA		1		9153	9153	
Deepwater Warehouse	Feldwood	67503.A		DWW-YARD	FLYING LEAD,MFR:AKER,PN:10215171,100 m,STEEL 8-1/2 IN, OIC, M1	141585		EA		1		111939	111939	
Deepwater Warehouse	Feldwood	67504.A		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,PN:10218551,100 m,STEEL A-LINE, DIE M1	141585		EA		1		10739	10739	
Deepwater Warehouse	Feldwood	67505.A		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,PN:10219046,2-1/2 IN,STEEL DIE M1 TO DIE M1	143096		EA		1		122159	122159	
Deepwater Warehouse	Feldwood	67505.A		DWW-YARD	FLYING LEAD,MFR:OCEANEERING,PN:10219046,2-1/2 IN,STEEL DIE M1 TO DIE M1	141585		EA		1		54953	54953	
Deepwater Warehouse	Feldwood	67509.B		DWW-YARD-C-VAN DNVU-2051995	CAP,MFR:ODI,PN:0205537,TYP ELECTRICAL CONNECTOR,SHORTING,CONN TYP 4-PIN	141585		EA		15		4830.75	72461.25	



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Deepwater Warehouse	Fieldwood	67512-B		DWW-YARD	SPOLIMFRACADAN/PC/853.00 10 IN.SPEC THUNDER HAWK TOPSIDE SIZE: 3 FT-1 IN X1 FT-3.25 IN X3 FT-10.5 IN, 3 FLANGE, WEIGHT: 1372 LBS, WITH 90 DEG	139351	MC 688 BIG BEND	EA			1		7275		7275	
Deepwater Warehouse	Fieldwood	67513-B		MW-R15-3	JUNCTION RATE, SURSEA/MFR/OCEANERING/PN-428798, TYP M1, REMOVABLE J	140528	MC 948 GUN/LINT	EA			1		37500		37500	
Deepwater Warehouse	Fieldwood	67513-B		MW-R16-3	JUNCTION RATE, SURSEA/MFR/OCEANERING/PN-428798, TYP M1, REMOVABLE J	140528	MC 948 GUN/LINT	EA			0		37500		37500	0
Deepwater Warehouse	Fieldwood	67513-B		MW-R15-2	JUNCTION RATE, SURSEA/MFR/OCEANERING/PN-428798, TYP M1, REMOVABLE J	140528	MC 948 GUN/LINT	EA			0		37500		37500	0
Deepwater Warehouse	Fieldwood	67514-B		MW-R17-2	PLATE/MFR/OCEANERING/PN-0428795, TYP M1, REMOVABLE TEST AND FLUSHING	141585	MC 688 BIG BEND	EA			1		38620.25		38620.25	
Deepwater Warehouse	Fieldwood	67515-B		MR-GENERAL	ALUMPEL/MFR/OCEANERING/PN-0428785, TYP TEST OPTICAL WITH PIGTAIL	141585	MC 688 BIG BEND	EA			2		19062		38124	
Deepwater Warehouse	Fieldwood	67517-A		MR-GENERAL	RECEPTACLE/MFR-/SERIES/VERSION:8F05M,MN/HYDRA/LIGHT, TOP ASSEMBLY, WITH PIGTAIL	140528	MC 948 GUN/LINT	EA			2		24036		48072	
Deepwater Warehouse	Fieldwood	67518-B		MW-R16-FL	M1 LONG TERM PROTECTIVE COVER, INTENSIFIERS AUX	140528	MC 948 GUN/LINT	EA			1		155468.25		155468.25	
Deepwater Warehouse	Fieldwood	67519-B		MW-R15-FL	PLATE/MFR/OCEANERING/PN-429318, TYP M2 FIXED T AND F SPLC FEATS 37- WAY, 27 LINE ASSEMBLY	204563	MC 688 BIG BEND	EA			1		41788.5		41788.5	
Deepwater Warehouse	Fieldwood	67520-B		DWW-FRONT YARD	CONNECTOR/MFR/VECTOR/PN-101278-00MFR: FREUDENBERG/DIM 8 IN	141585	LONG LEADS	EA			1		177555		177555	
Deepwater Warehouse	Fieldwood	67520-B		DWW-FRONT YARD	CONNECTOR/MFR/VECTOR/PN-101278-00MFR: FREUDENBERG/DIM 8 IN	203563	MC 948 GUN/LINT	EA			1		171028.6		171028.6	
Deepwater Warehouse	Fieldwood	67521-B		DWW-YARD	HAWK TOPSIDE, W/4-O-LET, TEE, SIZE: 8 X 4 X 10 IN, ECC RED 1008 AND 8	139351	MC 688 BIG BEND	EA			1		8905		8905	
Deepwater Warehouse	Fieldwood	67523-B		DWW-YARD	PLATE/MFR/OCEANERING/PN-0428795, TYP M1, REMOVABLE TEST AND FLUSHING	139351	MC 688 BIG BEND	EA			1		6315		6315	
Deepwater Warehouse	Fieldwood	67528-B		DWW-YARD	SPOLIMFRACADAN/PC/856.00 8 IN.SPEC THUNDER HAWK TOPSIDE SIZE: 1 FT-6-11/16 IN X2 FT-9-9/16 IN, W/2-90 DEG, 2 FLANGE, WEIGHT: 708 LBS	139351	MC 688 BIG BEND	EA			1		5925		5925	
Deepwater Warehouse	Fieldwood	67530-B		DWW-YARD	SPOLIMFRACADAN/PC/857.00 4 IN.SPEC THUNDER HAWK	139351	MC 688 BIG BEND	EA			1		4087.5		4087.5	
Deepwater Warehouse	Fieldwood	67531-B		DWW-YARD	SPOLIMFRACADAN/PC/861.00 8 IN.SPEC THUNDER HAWK	139351	MC 688 BIG BEND	EA			1		6082.5		6082.5	
Deepwater Warehouse	Fieldwood	67532-B		BW-86-2	TOPSIDE, W/2-LETS, 3 FLANGE, WEIGHT: 884 LBS	139351	MC 688 BIG BEND	EA			1		2325		2325	
Deepwater Warehouse	Fieldwood	67535-A		MW-R15-2	PLATE/MFR/OCEANERING/PN-0409317, TYP M2 REMOVABLE TEST AND FLUSHING, SPLC FEATS 27 WAY, 27 LINE ASSEMBLY	141585	LONG LEADS	EA			2		59735		119470	
Deepwater Warehouse	Fieldwood	67536-A		DWW YARD C-VAN HX/M 616220	VALVE, BALL/MFR:EDGEN MURRAY/PNE/BFO2,ORTD 2 HANDLE CONN 1 SZ 10 IN, CONN 1 TYP RTT ENDS, CL 900 IN, PORT TYP FULL BODY MATL CS TRIM ENP-SPLC	203563	MC 948 GUN/LINT	EA			1		14488		14488	
Deepwater Warehouse	Fieldwood	67537-A		SMALL PARTS ROOM FLOOR	CONNECTOR, COMMUNICATION/MFR/AKER/PN-103801-43, CNCTN TYP R45 TO DB-9 MODEM ADAPTER	203563	MC 948 GUN/LINT	EA			0		7.81		7.81	0
Deepwater Warehouse	Fieldwood	67538-A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY/MFR/AKER, PN-10155419, TERM TYP DB37, MALE TO FEMALE, 5 ft.	203563	MC 948 GUN/LINT	EA			0		59.91		59.91	0
Deepwater Warehouse	Fieldwood	67539-A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY/MFR/AKER, PN-10155480, TERM TYP DB37, MALE TO FEMALE, 10 FT, 10 ft.	203563	MC 948 GUN/LINT	EA			0		72.81		72.81	0
Deepwater Warehouse	Fieldwood	67543-A		MW-R16-1	PLATE/MFR/OCEANERING/PN-0428795, TYP M1, REMOVABLE TEST AND FLUSHING, SPLC FEATS 14-WAY, 14 LINE ASSEMBLY	139057	MC 948 GUN/LINT	EA			0		44827		44827	0
Deepwater Warehouse	Fieldwood	67544-A		MW-R16-1	PLATE/MFR/OCEANERING/PN-0404088, TYP M1, FIXED TEST AND FLUSHING, SPLC FEATS 14-WAY, 14 LINE ASSEMBLY	139057	MC 948 GUN/LINT	EA			3		34700		104340	
Deepwater Warehouse	Fieldwood	67544-A		MW-16-2	FEATS 14-WAY, 14-LINE ASSEMBLY	139057	MC 948 GUN/LINT	EA			1		34700		34700	
Deepwater Warehouse	Fieldwood	67544-B		MW-R16-1	PLATE/MFR/OCEANERING/PN-0428794, TYP M1, FIXED TEST AND FLUSHING, SPLC FEATS 14-WAY, 14-LINE ASSEMBLY	139057	MC 948 GUN/LINT	EA			1		26085		26085	
Deepwater Warehouse	Fieldwood	67545-A		MW-R17-3	LOGIC CAP/MFR/OCEANERING/PN-428777, TYP M1, SPLC FEATS 14-WAY 14-LINE	139057	MC 948 GUN/LINT	EA			1		45427		45427	
Deepwater Warehouse	Fieldwood	67546-A		MW-R16-1	COMPENSATED W/ADLOPS 1.3 AND 2.4	139057	MC 948 GUN/LINT	EA			3		4202		12606	
Deepwater Warehouse	Fieldwood	67547-A		MR-3-D	FLYING LEAD/MFR/OCEANERING/PN-0434791, 4 WAY ROW ELECTRICAL WITH CIRCUIT LOOPS 1.3 AND 2.4 TITANIUM	139057	MC 948 GUN/LINT	EA			3		3778		11334	
Deepwater Warehouse	Fieldwood	67548-A		MW-10-FL	0 RING/MFR:CORTEC/PN/B485-36950-4000-1, PN-DASH 369 MATL PC BUANA, 00 8 3/8 IN ID 8 IN WD 3/16 IN SHOR HONDS DURO CLR BLACK, TEMP RNGE -15 TO 400 DEG F, SPLC FEATS PER SM 49	203563	MC 948 GUN/LINT	EA			3		8.125		24.375	
Deepwater Warehouse	Fieldwood	67549-A		MW-10-FL	SHAL OIL/MFR:CORTEC/PN/B630-1032700-9083-1, TYP LIP ID 6-3/8 IN OD 8 IN SPLC FEATS 10 PACE, 30X46X10083730	203563	MC 948 GUN/LINT	EA			2		174		348	
Deepwater Warehouse	Fieldwood	67550-A		BW-R43-3	SCREW, CAP/MFR:CORTEC/PN/B675-F225200-27W-X-1, HEAD FLAT DIA 1.3/8 IN, TH UNC 8 TPLG 6-1/2 IN, SURF TRIMT XLYAN COATED, SPLC FEATS 187	203563	MC 948 GUN/LINT	EA			32		142		4544	
Deepwater Warehouse	Fieldwood	67558-A		SMALL PARTS ROOM FLOOR	CABLE/MFR/AKER, PN-10219323, TYP ETHERNET PATCH LG 10	203563	MC 948 GUN/LINT	EA			0		18.75		18.75	0
Deepwater Warehouse	Fieldwood	67559-A		SMALL PARTS ROOM FLOOR	CABLE/MFR/AKER, PN-10219510, TYP ETHERNET PATCH LG 15	203563	MC 948 GUN/LINT	EA			0		21.25		21.25	0
Deepwater Warehouse	Fieldwood	67560-A		SMALL PARTS ROOM FLOOR	CABLE/MFR/AKER, PN-10176045, TYP SERIAL PORTS/SERVER	203563	MC 948 GUN/LINT	EA			0		48.75		48.75	0
Deepwater Warehouse	Fieldwood	67561-A		SMALL PARTS ROOM FLOOR	CABLE/MFR/AKER, PN-10177088, TYP USB/LG 6 ft, TERM TYP A MALE TO A MALE	203563	MC 948 GUN/LINT	EA			0		7.81		7.81	0
Deepwater Warehouse	Fieldwood	67563-A		SMALL PARTS ROOM FLOOR	CABLE/MFR/AKER, PN/B15-000782-54, MN-1492-A-025 TO 2 CABLE A55	203563	MC 948 GUN/LINT	EA			0		386.7		386.7	0
Deepwater Warehouse	Fieldwood	67564-A		SMALL PARTS ROOM FLOOR	CABLE/MFR/AKER, PN/B15-000782-55, SPEC 1492-CABLE/0252, 205M	203563	MC 948 GUN/LINT	EA			0		369.25		369.25	0
Deepwater Warehouse	Fieldwood	67565-A		SMALL PARTS ROOM FLOOR	CABLE ASSEMBLY/MFR/AKER, PN/B114-000634-41, TYP MODERN SIGNAL	203563	MC 948 GUN/LINT	EA			0		507.5		507.5	0
Deepwater Warehouse	Fieldwood	67567-A		SMALL PARTS ROOM FLOOR	CABLE/MFR/AKER, PN-10146394, SPEC BNC M TO M	203563	MC 948 GUN/LINT	EA			0		25.19		25.19	0
Deepwater Warehouse	Fieldwood	67568-A		SMALL PARTS ROOM FLOOR	750 OHMS/MFR/AKER/MN/R6304-1574, TYP ETHERNET AND OPTICAL MN RGD	203563	MC 948 GUN/LINT	EA			0		26.25		26.25	0
Deepwater Warehouse	Fieldwood	67569-A		SMALL PARTS ROOM FLOOR	CABLE/MFR/AKER, PN-1007781, TYP SERVO/SWITCH LG 10 FT	203563	MC 948 GUN/LINT	EA			0		18.75		18.75	0
Deepwater Warehouse	Fieldwood	67570-A		SMALL PARTS ROOM FLOOR	CABLE/MFR/AKER, PN-3102419325, TYP ETHERNET PATCH LG 10	203563	MC 948 GUN/LINT	EA			0		44141		44141	0
Deepwater Warehouse	Fieldwood	67571-A		MW-R16-2	FLYING LEAD/MFR/OCEANERING/PN-0436795, SURSEA UMBILICAL, TERMINATION ASSEMBLY, STEEL, REMOVABLE M1 SPL PARKING STAB	143096	MC 948 GUN/LINT	EA			1		44141		44141	
Deepwater Warehouse	Fieldwood	67591-A		BW-AREA 1	ASSEMBLY TYP TREE/FORING BODY MATL N/A, COMPRISING P1000109121, P1000109136, P100013507, P1000109111	139057	MC 948 GUN/LINT	EA			1		1200000		1200000	

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Feldwood	69114.B		DWW-YARD	SPOOL/TYP FLOW METER DUMMY ID 4 IN OD N/A LG 28.75 IN MATL CS SPEC	141585	EA			0		34.8625	0	
Deepwater Warehouse	Feldwood	69115.B		BW-NEP-AREA	PN:MFR:CAMERON/PN:620-006-001/TYP CROSSHEAD/APPLI COMPRESSOR REQ MODEL:WH64		EA			0		0.01	0	
Deepwater Warehouse	Feldwood	69116.B		BW-R8-FL	BEARING:MFR:CAMERON/PN:625-235-001/TYP SUPPLERS, CROSSHEAD/APPLI COMPRESSOR, EQ, MODEL:WH64		EA			18		0.01	0.18	
Deepwater Warehouse	Feldwood	69119.B		BW-R8-FL	PUMP/MFR:CAMERON/PN:620-033-002/TYP OIL/APPLI WH64 COMPRESSOR COOLER:MFR:CAMERON/PN:633-902-001/TYP OIL/APPLI COMPRESSOR REQ		EA			2		0.01	0.02	
Deepwater Warehouse	Feldwood	69120.B		BW-NEP-AREA	COVER:MFR:CAMERON/PN:632-803-000/TYP CAM ACCESS, APPLI ENGINE EQ MODEL:2408 W5		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69121.C		BW-R7-2	EVAPORATOR, AIR CONDITIONER:MFR:BOYD/ROQUE ELECTRIC/PN:CAH-2403		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69123.B		BW-R10-3	CONDENSER:MFR:BOYD/ROQUE ELECTRIC, PN:SCA8000000/TYP AIR CONDITIONER		EA			0		0.01	0	
Deepwater Warehouse	Feldwood	69125.B		BW-R7-2	GUIDE:MFR:CAMERON/PN:650-469-000/TYP BUSHING, LIFTER/APPLI 2408 W5 ENGINE		EA			11		0.01	0.11	
Deepwater Warehouse	Feldwood	69127.B		BW-R7-2	SHAFT, ASSEMBLY:MFR:SOLAR/PN:458402/TYP FAN/APPLI FOR SOLAR BOOSTER COMPRESSOR COOLER:MFR:SOLAR/MN:1158006		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69128.B		DWW-YARD	TRAY, CABLE:MFR:ENDURO/PN:ELP-24-9-20/MFR:ENDURO, MN:ENDURO CLASS		EA			3		0.01	0.03	
Deepwater Warehouse	Feldwood	69131.B		BW-R7-2	GEAR:MFR:CAMERON/PN:652-306-000 REV:ARG, APPLI 2408 W5 ENGINE		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69132.C		BW-R7-2	JUMP/MFR:CAMERON/PN:554-627-000/TYP WATER, APPLI 2408 W5 ENGINE PLATE:MFR:CAMERON/PN:8650-631/TYP SEAL, GUIDE, PUSH ROD/APPLI 2408 W5 ENGINE		EA			4		0.01	0.04	
Deepwater Warehouse	Feldwood	69133.C		BW-R7-2	MANIFOLD:MFR:CAMERON/PN:853-401-001/TYP EXHAUST, APPLI 2408 W5 ENGINE		EA			26		0.01	0.26	
Deepwater Warehouse	Feldwood	69134.C		DWW-YARD	BEARING:MFR:CAMERON/PN:853-401-001/TYP EXHAUST, APPLI 2408 W5 ENGINE		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69135.B		OS-R3-52	BEARING:MFR:CAMERON/PN:620-198-001/TYP MAIN, APPLI 2408 W5 ENGINE		EA			5		0.01	0.05	
Deepwater Warehouse	Feldwood	69136.A		OS-R3-53	BEARING:MFR:CAMERON/PN:904-568-001/TYP MAIN, APPLI 2408 W5 ENGINE		EA			1		0	0	
Deepwater Warehouse	Feldwood	69136.B		OS-R3-52	BEARING:MFR:CAMERON/PN:904-568-001/TYP MAIN, APPLI 2408 W5 ENGINE		EA			5		0.01	0.05	
Deepwater Warehouse	Feldwood	69137.A		OS-R3-52	BEARING:MFR:CAMERON/PN:951-991-000/TYP ROD		EA			2		0	0	
Deepwater Warehouse	Feldwood	69137.B		OS-R3-52	BEARING:MFR:CAMERON/PN:951-991-000/TYP ROD		EA			12		0.01	0.12	
Deepwater Warehouse	Feldwood	69140.B		OS-R3-53	BEARING:MFR:CAMERON/PN:650-773-000/TYP MAIN, APPLI 2408 W5 ENGINE		EA			2		0.01	0.02	
Deepwater Warehouse	Feldwood	69144.B		OS-R3-51	LIGHT:MFR:PAULHUN/PN:1159AVE/LGRD02/TYP HELIPORT, SPEC SEALED, MN:D&T 1/2 - 2		EA			6		0.01	0.06	
Deepwater Warehouse	Feldwood	69145.B		OS-R3-51	LIGHT:MFR:PAULHUN/PN:1159AVE/LGRD02/TYP HELIPORT, SPEC SEALED, MN:D&T 1/2 - 2		EA			3		0.01	0.03	
Deepwater Warehouse	Feldwood	69147.B		BW-R7-FL	PUMP, CENTRIFUGAL:MFR:DUROCK/PN:PB-780B/TYP COOLING MEDIA, STD MARK H		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69148.B		BW-R12-2	ACTUATOR/MFR:ROTOR/PN:RN 119986-1/TYP LG 713 mm,OPTR:R-AR,APPLI WASTE HEAT BUTTERFLY VALVE, MN:CEP:SA&S-200,IDA		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69151.C		BW-R7-2	ASSEMBLY/TYP VALVE, ROCKER ARM/MATL NA, COMPRISING PN:650-429-000, PN:550-480-000/APPLI 2408 W5 ENGINE		EA			8		0.01	0.08	
Deepwater Warehouse	Feldwood	69153.B		BW-R10-1	MTR, ELEC:MFR:ABRATHON/PN:165, TYP 5 HP		EA			0		0.01	0	
Deepwater Warehouse	Feldwood	69154.B		BW-R10-1	MTR, ELEC:MFR:TECO WESTINGHOUSE/PN:WZA19048001-002/TYP 7.5 HP,MFR:TECO WESTINGHOUSE, MN:MAX-E1		EA			2		0.01	0.02	
Deepwater Warehouse	Feldwood	69160.C		BW-R7-2	RODM:MFR:CAMERON/PN:NA/TYP PUSH RODS,DM NA,MATL NA,APPLI 2408 W5 ENGINE,MFR:CAMERON,TYP VALVE		EA			16		0.01	0.16	
Deepwater Warehouse	Feldwood	69161.C		BW-NEP-AREA	REDUCER/TYP FLANGED, BELLMATL NA, CONN 1 SZ, NA, CONN 1 TYP, NA, CONN 2 SZ NA, CONN 2 TYP, NA, SPEC EXHAUST BELL REDUCER, STD NA, APPLI 2408 W5 ENGINE		EA			0		0.01	0	
Deepwater Warehouse	Feldwood	69162.C		DWW-YARD	RAIL/TYP MAIN, FUEL/MATL NA, DIA NA, WD NA, LG N/A, THK NA, PRFLE NA, APPLI MAIN FUEL RAIL, SPEC 2408 W5 ENGINE, STD NA		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69163.C		DWW-YARD	RAIL/TYP PILOT, FUEL/MATL NA, DIA NA, WD NA, LG N/A, THK NA, PRFLE NA, APPLI 2408 W5 ENGINE, SPEC MAIN FUEL RAIL, STD NA		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69165.B		BW-R11-1	MTR, ELEC:MFR:SEIMENS/PN:GE:R1502/TYP 20 HP		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69166.B		BW-NEP-AREA	PANEL/TYP ENCLOSURE, WD NALG N/A, MATL NA, APPLI SOLAR GENERATOR ELECTRIC CONTROL, MFR:DEL RIO, STD NA		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69167.B		MW-AREA 6	FRAME/TYP ENGINE REMOVAL, DIM NA, MATL NA, SHAPE NA, STYL NA, MNTG FC/LTY NA, SPL, FEATS NA, APPLI SOLAR BOOSTER COMPRESSOR ENGINE, SPEC, SOLAR ENGINE EXCHANGE FRAMES, STD NA		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69168.B		BW-R10-3	HOB/TYP ENGINE REMOVAL, STL NA, LGT CAPACITY NA, SPEC NA, STD NA, FNISH NA, SPL, FEATS SOLAR HOIST, APPLI SOLAR BOOSTER COMPRESSOR ENGINE		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69170.B		BW-R11-2	CRANE, SPEC SEAT/RAIL CRANE, MN:WATFOR, STD NA		EA			0		0.01	0	
Deepwater Warehouse	Feldwood	69173.B		OS-R3-51	SENSOR:MFR:FISHER/PN:FS845/MFR:FISHER, MN:3311		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69174.B		BW-R8-1	BRAKE/TYP BAND, TRQ NA, APPLI SEAT/RAIL BOOM WINCH, SPEC SEAT/RAIL BRAKE BAND FOR WINCH, STD NA		EA			2		0.01	0.02	
Deepwater Warehouse	Feldwood	69175.B		BW-R8-1	ACTUATOR/TYP BRAKE, VOLT NA, AMP NA, MATL NA, OPTRG PRESS NA, TRVL LG NA, OPTRG NA, SPL, FEATS NA, APPLI SEAT/RAIL MAIN OR AUX WINCH, SPEC SEAT/RAIL HYDRAULIC BRAKE ACTUATOR, CYLINDER, STD NA		EA			2		0.01	0.02	
Deepwater Warehouse	Feldwood	69177.B		OS-R3-FL	HOUSING:MFR:DEL RIO INC., PN:SB627/VS0ME, TYP FILTER, HP, SPEC 10,000 PSI 10,000 PSI		EA			9		0.01	0.09	
Deepwater Warehouse	Feldwood	69179.B		OS-R2-51	HOUSING:MFR:DEL RIO INC., PN:SB627/VS0ME, TYP FILTER, HP, SPEC 10,000 PSI 10,000 PSI		EA			5		0.01	0.05	
Deepwater Warehouse	Feldwood	69180.B		OS-R2-51	PSI,MFR:DEL RIO INC, MN:233-10VEV		EA			11		0.01	0.11	
Deepwater Warehouse	Feldwood	69181.B		OS-R2-51	DAMPEN, VIBRATION:MFR:FLOWGUARD/PN:FG40863/01-		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69183.B		BW-AREA 1	VALVE/TYP 1/4", CONN 1 SZ 6 IN, CONN 1 TYP, NA, CL 2500, DSGN RTNG, NA, OPRTD NA, MATL NA		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69184.B		BW-R10-FL	VALVE, BALL:MFR:FISHER/PN:12984/100L, TYP PNEUMATIC CONTROL, CONN 1 SZ 2 IN, CL 90, SPL, FEATS W/ ACTUATOR		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69185.B		MW-R12-2	VALVE, BALL,DM:WMW/PN:GLO24238-001, CONN 1 SZ 10 IN, CONN 2 SZ 8 IN, CL 150 TRAY, CABLE,DM NA, TYP 1 C,ATE, MATL NA		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69189.B		BW-R12-3	BIOWER, TYP MOON POOL, GAS EXTRACTION, AIR FLW CPTY NA, AMP NA, DIA NA, VOLT NA, MATL NA, RPM NA		EA			1		0.01	0.01	
Deepwater Warehouse	Feldwood	69190.C		BW-R7-1	NA, VOLT NA, MATL NA, RPM NA		EA			1		0.01	0.01	

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Exhibit D-1 (continued)

	Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Feldwood	71404-A			OS-R5-32	BEARING ASSEMBLY:MFR:SUPERIOR:PN:500-900-Q00:1YP UPPER, LOWER,SPCL		NEPTUNE	EA			6		0	0	0
Deepwater Warehouse	Feldwood	71407-A			OS-R5-33	FEATS QTY: 2		NEPTUNE	EA			4		0	0	0
Deepwater Warehouse	Feldwood	71567-A			BW-R5-3	VALVE, CONTROL:MFR:EDEN MURRAY:PN:204824-7:WV SZ 3 IN,CONN TYP RF:PORTG PRESS 20 PIGBODY MATL CS ASTM A216 GR WC3TRM CAGE SS ASTM A351 CBM3/316, SHAFT: ENP SS ASTM A564 E30 (1075), ECCENTRIC PLUG: SS 316 VALVE, CONTROL:MFR:EDEN MURRAY:PN:204823-1:1YP BUTTERFLY, 150 RF FISHER:CM, 1052-8560:VU SZ 6 IN,CONN TYP:PSI DSGN RTNG CL 150,BDY MATL CS 316	203563	Rio Grande Spares	EA		1		91.16	91.16	91.16	
Deepwater Warehouse	Feldwood	71568-A			MW-R16-3	VALVE, RELIEF:MFR:EDEN MURRAY:PN:204878-4:MFR:ANDERSON GREENWOOD:VU SZ 1 X 2 IN,SET PRESS 260:PSIG:REF:402:BS:CS-0R-J	203563	Rio Grande Spares	EA			0		1152.3	0	0
Deepwater Warehouse	Feldwood	71569-A			MW-R17-1	VALVE, RELIEF:MFR:EDEN MURRAY:PN:204878-4:MFR:ANDERSON GREENWOOD:VU SZ 1 X 2 IN,SET PRESS 260:PSIG:REF:402:BS:CS-0R-J	203563	Rio Grande Spares	EA			0		669.2	0	0
Deepwater Warehouse	Feldwood	71571-A			MW-R17-1	IN,CONN TYP RF:SPCL FEATS DESIGN RATING:CL 150,REF:1E2D5-E315 LEAD, ELECTRICAL:MFR:CEANERING:PN:445231:1YP FLYING LEAD (FL),TERM TYP 12 WAY,LEAD OVAL LG 180	203563	Rio Grande Spares	EA			0		38.30	0	0
Deepwater Warehouse	Feldwood	71572-A			DWW-YARD-C-VAN CPU 0301122261	ASSEMBLY:MFR:SUPERIOR:PN:1050-SZ 30.5 IN,COMPRISING ROD, PISTON,APPU COMPRESSOR	140528	MC 948 2 GUNFLINT LONG LEAD	EA			0		23466	0	0
Deepwater Warehouse	Feldwood	71582-A			BW-R7-3	VALVE, BALL:MFR:AKER:PN:5 AB47IMFR: MOWA:CONN 1 SZ 6 IN,CONN 1 TYP		NEPTUNE	EA			1		0	0	0
Deepwater Warehouse	Feldwood	71582-A			BW-R8-1	VALVE, BALL:MFR:AKER:PN:5 AB47IMFR: MOWA:CONN 1 SZ 6 IN,CONN 1 TYP		NEPTUNE	EA			1		0	0	0
Deepwater Warehouse	Feldwood	71815-A			MW-R3-F	7 WAY TEST CONNECTOR, 1 TYP MALE CONNECTOR, MFR:ODI, PN: 1037413 ASSEMBLY:MFR:GRAND GLE SHIPYARD INC. PN:46585:6977:1YP TURBINE EXTRACTION SUPPORT		NEPTUNE	EA			3		0	0	0
Deepwater Warehouse	Feldwood	71837-B			DWW-YARD OS-R2-FL	RIOT MFR:SOAR TURBINES:PH-FT 1001-1-102:1YP TOOL		NEPTUNE	EA			1		0	0	0
Deepwater Warehouse	Feldwood	71839-A			LINEAR CONTROLS, 1A	ARIEL CYLINDER AND 2 PALLET PARTS		THUNDERHAWK	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Feldwood	72252-A			BW-AREA 2	CWITE WITH REBUILT CRANKSHAFT, SLEEVE BEARINGS AND THRUST PLATE		THUNDERHAWK	EA			1		0	0	0
Deepwater Warehouse	Feldwood	72253-A			BW-AREA 2	CWITE WITH REBUILT CRANKSHAFT, SLEEVE BEARINGS AND THRUST PLATE		THUNDERHAWK	EA			1		0	0	0
Deepwater Warehouse	Feldwood	72421-C			DWW-YARD	FLYING LEAD:MFR:OCEANERING:PN:043751-14 WAY, 11 LINE LG 100 IN,STEEL VALVE, BALL:MFR:AKER:PN:5 AB47IMFR: MOWA:CONN 1 SZ 6 IN,CONN 1 TYP	142679	MC 688 BIG BEND MC 688 BIG BEND	EA			0		148913.5	0	0
Deepwater Warehouse	Feldwood	72491-A			MW-R20-FL	RF:CL 300.5 IN:012-15001001	139351	EXECUTE AFE	EA			1		38479	38479	38479
Deepwater Warehouse	Feldwood	72492-A			MW-R19-1	VALVE, BALL:MFR:AKER:PN:8 BBA31MFR: MOWA:CONN 1 SZ 6 IN,CONN 1 TYP	139351	MC 688 BIG BEND	EA			2		25459.85	50913.7	50913.7
Deepwater Warehouse	Feldwood	72493-A			MW-R19-FL	RF:CL 300.5 IN:27QUA-15022601 & 27QUA-15022602	139351	EXECUTE AFE	EA			1		5370.2	5370.2	5370.2
Deepwater Warehouse	Feldwood	72495-A			BW-R6-2	BOOTH:PORT STYLES:PN:PD50765:1YP FORGING, DIM 8 IN,SN:J468, W/ FORGING:ROUGH MACHINING (6 IN PRODUCTION, SN: 003)	141585	MC 688 BIG BEND LONG LEADS	EA			1		305035.48	305035.48	305035.48
Deepwater Warehouse	Feldwood	72496-A			MW-R3-F	SMU:ATOR:MFR:AKER:PN:10189751:APPU ACOUSTIC PIG DETECTOR,SN:SM-13- 11-12126	203563	Rio Grande Spares	EA			0		92.84	0	0
Deepwater Warehouse	Feldwood	72497-A			MW-R3-F	SMU:ATOR:MFR:AKER:PN:10189751:APPU ACOUSTIC SAND DETECTOR,SN:SM-13- 13-11-12127	203563	Rio Grande Spares	EA			0		92.84	0	0
Deepwater Warehouse	Feldwood	72498-A			MW-R3-F	PSU:TEMP:SN:22560402:01	203563	Rio Grande Spares	EA			0		43.18	0	0
Deepwater Warehouse	Feldwood	72499-A			BW-AREA 2	TYP NPT:OUTLET CONN TYP NPT:PORTG PRESS 3460 PSI	203563	Rio Grande Spares	EA			1		94000	94000	94000
Deepwater Warehouse	Feldwood	72637-A			MW-R16-3	CLAMP:TYP FLEXIBLE JUMPER, HEAD:DN DIA N/A, MATL N/A, MATL GR N/A,APPU 1 SET CONSISTS OF 2 PIECES / WITH ANODES, SPEC SWL 5.4 T	203925	Big Bend Riser Gas Lift Swap	EA			2		23680	47380	47380
Deepwater Warehouse	Feldwood	72639-A			BW-AREA 2	PUMP, DIAPHRAGM:MFR:MILTON ROY:PN:MX0901-8:PCF:AMPSTBC:PORTG PRESS 15 GPH AT 10000 PSI:SPEC 3/4 IN MP CONNECTIONS, 115V XMP ELECTRONIC ACTUATORS, DOUBLE BALL CHECKS, RUPTURE DETECTION W/GAUGE,STD 3015S DAPH:AGMS:MPL	203563	Rio Grande Spares	EA			1		150000	150000	150000
Deepwater Warehouse	Feldwood	72726-A			MW-AREA 6	300 PCT CVT:IM, 7 IN NOSE ON INSERT:APPU SUBSEA CONTROL CHOKE, DIM:EQ MODEL:COOBSR	203563	Rio Grande Spares	EA			0		87145	0	0
Deepwater Warehouse	Feldwood	72986-C			DWW FRONT YARD	ASSEMBLY:MFR:TENDSETTER:PN:TE-101277-00MFR: FREUDENBERG:1YP LOWER:COMPRISING (2) HUBS:(PIET) (2) PLETS:WELL, (2) WELL	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			2		33710.32	67420.64	67420.64
Deepwater Warehouse	Feldwood	73016-A			DWW-YARD	ASSEMBLY:MFR:MURPHY:PN:61192:1YP 4 PART SPREADER BAR W/SLINGS, DIM 82 LONG:52 WIDTH:IN, SPEC:MAX LIFTING CAPACITY 8 TONS		THUNDERHAWK	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Feldwood	73029-B			MW-R15-2	VALVE, CONTROL:MFR:MASONELAN:PN:FVP110:VU SZ 3" APPU POSITIONER RING, BACK-UP:MFR:BAKER HUGHES:PN:H0562:26:100:1YP ID 2.36 IN, OD 2.74- 2.75 IN, SPCL FEATS LENGTH: 0.188 IN, INTERCOMPANY PURCHASES MUST HAVE BATCH OR APPROVED CERTIFICATIONS W/ SHIPMENTS REGULATED TRACEABLE C1	143096	MC 782 DANTZLER DEVELOPMENT LL	EA		1		74161.31	74161.31	74161.31	
Deepwater Warehouse	Feldwood	73035-A			MW-R20-FL	TWO 3-WAY BALL VALVE, 1.7H DUAL PORT HOT STAB RECEPTACLE:SPCL FEATS YIELD: 30 IS:APPU M2 REMOVABLE PLATE		THUNDERHAWK	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Feldwood	73037-A			MW-R4-D	RING, BACK-UP:MFR:BAKER HUGHES:PN:H0016:J400-D 1.662 IN:OD 1.826 IN:THK 0.48 IN, SPCL FEATS LENGTH: 0.78 IN, W/SCARF 45-DEG CONCAVE CRITICAL	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		216.8	216.8	216.8
Deepwater Warehouse	Feldwood	73378-A			MW-R5-D	PLATE:MFR:ALFA LAVALL:PN:30110-6B:BD:MATL SS:THK 0.5-0.6 mm:SPCL FEATS W/ (280) TPI PLATES, 0.5 MM NBRP CUP-AD GASKETS:APPU HEAT EXCHANGE:MNI:MX25-MFD	143751	MC 948 2 GUNFLINT COMPLETION/L	EA			1		87.2	87.2	87.2
Deepwater Warehouse	Feldwood	73999-A			BW-AREA 2	FLANGE:TYP BLIND, DIM DIA 6 IN, CONN SZ N/A, CL 150:MATL N/A, MATL GR N/A		THUNDERHAWK	EA			3		0.01	0.01	0.01
Deepwater Warehouse	Feldwood	74001-A			BW-R5-1	FLANGE:TYP BLIND, DIM DIA 8 IN, CONN SZ N/A, MATL N/A, MATL GR N/A		THUNDERHAWK	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Feldwood	74002-A			BW-R5-1	FLANGE:TYP BLIND, DIM DIA 8 IN, CONN SZ N/A, MATL N/A, MATL GR N/A		THUNDERHAWK	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Feldwood	74003-A			BW-R5-1	N/A,MNI:SERIES 150		THUNDERHAWK	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Feldwood	74004-A			MW-R19-1	CENTRALIZER:TYP COLUMN PIPE CASING, SN N/A, ID N/A, OD N/A, LG N/A, MATL N/A, HOLE SZ N/A, CONN TYP N/A		THUNDERHAWK	EA			4		0.01	0.01	0.01
Deepwater Warehouse	Feldwood	74006-A			BW-AREA 1	PLATE:MFR:ALFA LAVALL:PN:30110-6B:BD:MATL SS:THK 0.5-0.6 mm:SPCL FEATS W/ (280) TPI PLATES, 0.5 MM NBRP CUP-AD GASKETS:APPU HEAT EXCHANGE:MNI:MX25-MFD		THUNDERHAWK	EA			0		0.01	0	0
Deepwater Warehouse	Feldwood	74100-C			BW-R11-FL	PUMP, INJECTION:MFR:CHECKPOINT PUMPS:PN:R841:2HC:Q3:1YP ASSEMBLY, DOUBLE ACTING, INLT SZ 3/4 IN, SPCL FEATS MATERIAL: SS 31, XWL CYLINDER, CER PLUG (MATERIAL: TFE/PEEK/PEEK):MFR:CHECKPOINT PUMPS:MN:8400		NEPTUNE	EA			2		0.01	0.02	0.02
Deepwater Warehouse	Feldwood	74124-B			MW-GENERAL	COMPUTER:MFR:AKER:PN:BB15-000731-05:MFR: PANASONIC:1YP LAPTOP:BRAND:TOUGHBOOK:BRAND:UNKNOWN		NEPTUNE	EA			0		5792.315	5792.315	5792.315

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Deepwater Warehouse	Fieldwood	74178.A		DWW-YARD-C-VAN 133919.9	MTR. ELEC/MFR/EDGEN MURRAY/PN:MTR-30-18-TE-286TC-841-BP 30-APM 1800 VOLT 120 SPLC FEATS C-FACE HORIZONTAL SPACE HEATERS IN CONCORDANCE WITH BALDOR HP 15 RPM 1800 VOLT 120 FR 254TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			1		5300		5300	
Deepwater Warehouse	Fieldwood	74179.A		DWW-YARD-C-VAN 133919.9	MTR. ELEC/MFR/EDGEN MURRAY/PN:MTR-15-18-TE-254TC-841-BP-MFR: BALDOR HP 15 RPM 1800 VOLT 120 FR 254TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			1		4200		4200	
Deepwater Warehouse	Fieldwood	74189.A		MW-R17-1	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		10550		10550	0
Deepwater Warehouse	Fieldwood	74190.A		MW-R17-1	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		18297		18297	0
Deepwater Warehouse	Fieldwood	74191.A		MW-R17-1	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		9425		9425	0
Deepwater Warehouse	Fieldwood	74192.A		MW-R17-1	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		91380		91380	0
Deepwater Warehouse	Fieldwood	74193.A		BW-R5-FL	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			1		25825		25825	
Deepwater Warehouse	Fieldwood	74194.A		MW-R16-2	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		25840		25840	0
Deepwater Warehouse	Fieldwood	74195.A		MW-R16-2	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		33252		33252	0
Deepwater Warehouse	Fieldwood	74195.A		MW-R17-2	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		33252		33252	0
Deepwater Warehouse	Fieldwood	74196.B		BW-NEP-AREA	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207		NEPTUNE	EA			1		0.01		0.01	0.01
Deepwater Warehouse	Fieldwood	74197.A		BW-R5-1	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207		THUNDERHAWK	EA			1		0.01		0.01	0.01
Deepwater Warehouse	Fieldwood	74198.A		BW-R5-1	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207		THUNDERHAWK	EA			2		0.01		0.02	0.02
Deepwater Warehouse	Fieldwood	74271.B		MW-AREA 4	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207		FABRICATION	EA			0		54199.13		54199.13	0
Deepwater Warehouse	Fieldwood	74288.B		BW-R3-FL	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	131068	NEPTUNE	EA			1		0.01		0.01	0.01
Deepwater Warehouse	Fieldwood	74292.B		DWW-YARD	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207		NEPTUNE	EA			5		0.01		0.05	0.05
Deepwater Warehouse	Fieldwood	74362.A		DWW-YARD-C-VAN 402189.0	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	142381	MC 782 DANTZLER COMPLETION	EA					7029.9		14059.8	
Deepwater Warehouse	Fieldwood	74397.B		MFR-GENERAL	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	139057	MC 948 GUNLIMIT DEVELOPMENT	EA			1		637.5		637.5	637.5
Deepwater Warehouse	Fieldwood	74398.B		MFR-GENERAL	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	139057	MC 948 GUNLIMIT DEVELOPMENT	EA			1		918.75		918.75	918.75
Deepwater Warehouse	Fieldwood	74438.A		MW-R17-1	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		9425		9425	0
Deepwater Warehouse	Fieldwood	74442.A		MW-R17-2	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		9460		9460	0
Deepwater Warehouse	Fieldwood	74486.A		MW-R17-3	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		20477		20477	0
Deepwater Warehouse	Fieldwood	74547.A		BW-R5-3	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			1		14675		14675	14675
Deepwater Warehouse	Fieldwood	74673.A		MFR-GENERAL	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		2385		2385	2385
Deepwater Warehouse	Fieldwood	74674.A		MFR-GENERAL	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	142679	MC 782 DANTZLER DEVELOPMENT	EA			1		202		202	202
Deepwater Warehouse	Fieldwood	74921.B		BW-R5-2	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207		THUNDERHAWK	EA			3		2907.75		8723.25	
Deepwater Warehouse	Fieldwood	75133.C		DWW-YARD	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	127682	MC 917 1 512 DRILL	EA			0		0.01		0.01	0
Deepwater Warehouse	Fieldwood	75140.C		DWW-YARD	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	127682	MC 917 1 512 DRILL	EA			1		20000		20000	20000
Deepwater Warehouse	Fieldwood	75149.A		MW-R15-3	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	140528	MC 948 GUNLIMIT LONG LEAD	EA			1		34780		34780	34780
Deepwater Warehouse	Fieldwood	75150.A		MFR-GENERAL	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		35000		35000	0
Deepwater Warehouse	Fieldwood	75151.A		MFR-GENERAL	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		3000		3000	0
Deepwater Warehouse	Fieldwood	75152.A		MFR-GENERAL	VALVE, RELIEF/MFR/EDGEN MURRAY/PN:30-18-TE-286TC-841-BP-MFR: 6206 PBA-6207	203563	Rio Grande Spares	EA			0		14000		14000	0

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Fieldwood	75133.A		MW-R4-D	GALVEY/MFR: SCHLUMBERGER PN:10195207.TYP DOWNHOLE PRESSURE TEMPERATURE APPU ESU C BIG END/ GOM SUPPLUS SPEC PO: BBD-SNE-PRO-10195207	203563	Rio Grande Spares	EA			1		14000	14000	0.01
	Fieldwood	75133.B		BW-AREA 1	TOOL MFR: SOLAR TURBINES PN:34461/2.APPLI ENGINE LIFT		THUNDERHAWK	EA			1		0.01	0.01	0.01
	Fieldwood	75133.B		BW-AREA 1	TOOL MFR: SOLAR TURBINES PN:34461/2.APPLI ENGINE LIFT		THUNDERHAWK	EA			1		0.01	0.01	0.01
	Fieldwood	75130.A		MW-AREA 6	KT MFR: SOLAR TURBINES PN:34461.APPLI COMPRESSOR ENGINE REMOVAL VALVE, RELIEF MFR: ANDERSON GREENWOOD XIV SZ 3 X 4 IN CONN TYP RTI X RF PRESS RANGE 300/900 LB/SET PRESS 3025 PSIG, OPTID N/A DRY MATL		THUNDERHAWK	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	75413.A		MW-R16-3	VALVE, RELIEF MFR: ANDERSON GREENWOOD PN:264879.XIV SZ 2 X 6 IN CONN TYP RTI X RF PRESS RANGE 300/900 LB/SET PRESS 2025 PSIG, OPTID IN STD API MN PSV-1030	203563	Rio Grande Spares	EA			0		36013	36013	0
Deepwater Warehouse	Fieldwood	75414.A		MW-R16-3	PILOT BODY MATL DUPLEX SS, MATL GR 4A, MATL SPEC ASME SA995, OHC SZ 2.853	203563	Rio Grande Spares	EA			0		33874	33874	0
Deepwater Warehouse	Fieldwood	75837.A		MW-R8-2	O RING MFR: BAKER HUGHES PN:HWB130V45, INDUS STD 130, MATL FM (B9), VITON (45), APPLI CL CRITICAL TO HSE CRITICAL BATCH, STD AS 569 REF R201	143751	MC 948 2 GUNFINIT COMPLETION/L	EA			1		22	22	22
Deepwater Warehouse	Fieldwood	75838.A		MW-R5-D	O RING MFR: BAKER HUGHES PN:HWB130V45, INDUS STD 130, MATL FM (B9), VITON (45), APPLI CL CRITICAL TO HSE CRITICAL BATCH, STD AS 569 REF R201	143751	MC 948 2 GUNFINIT COMPLETION/L	EA			1		15.24	15.24	15.24
Deepwater Warehouse	Fieldwood	75839.A		MW-R8-2	PACKING, PREFORMED MFR: BAKER HUGHES PN:HS62620, IN D 2.30, IN OD 2.76 IN, SPCL FEATRS CRITICAL BATCH MANAGED, W/ 0.188 IN LG CL CRITICAL TO HSE, SIZE: 2.75 IN, APPLI PACKING UNIT SUB-	143751	MC 948 2 GUNFINIT COMPLETION/L	EA			1		74.2	74.2	74.2
Deepwater Warehouse	Fieldwood	76004.B		MW-R16-FL	COVER MFR: OCEANERING PN:4040030.TYP LONG TERM PROTECTIVE, SPCL FEATRS W/ LOOP AUX PLATE, M1 TYPE	140528	MC 948 GUNFINIT LONG LEAD	EA			0		49296	49296	0
Deepwater Warehouse	Fieldwood	76033.B		BW-R7-3	PUMPS MFR: M&M 24MFR: S&M PUMPS M&M N0011-2725		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	76049.B		OS-GENERAL	SERVER, AUTOMATIC DATA PROCESSING MFR: DELL PN:7590363		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	76051.B		OS-GENERAL	SERVER, AUTOMATIC DATA PROCESSING MFR: DELL PN:8590363		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	76093.B		BW-NEP-AREA	PUMP ASSEMBLY MFR: BAKER HUGHES PN:35257H21.LAPPLI PIPELINE PUMPS, STD THRUST CHAMBER		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	76096.B		OS-R2-52	COMPUTER MFR: SCHNEIDER ELECTRIC PN:3715-013110015006.TYP FLAT PANEL INDUSTRIAL MFR: SERIES VERSION 3700, MM 3715T		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	76098.B		OS-R2-52	COMPUTER MFR: SCHNEIDER ELECTRIC PN:3715-00330230030.TYP FLAT PANEL INDUSTRIAL MFR: SERIES VERSION 3700, MM 3715T		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	76039.B		DDWW-YARD	TRAY, CABLE MFR: ENVIRO PN: HLE16-18-50-20, DIM WID 18 IN X LG 20 FT, MN ENVIRO CLASS 20		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	76051.A		MW-R17-1	VALVE, RELIEF MFR: ANDERSON GREENWOOD PN:46305-34/51, TYP PILOT OPERATED, VLV SZ 4 IN, SPCL 204879.9 MFR: SERIES/VERSION 463, TAG: PSV-1300	203563	Rio Grande Spares	EA			0		10063	10063	0
Deepwater Warehouse	Fieldwood	76041.B		DDWW-YARD	PIPE, PVC: PN:1015 NOM PIPE SZ DESIGN IN 10 IN, 80 LG 15 1/8 SPCL FEATRS ORIGINALLY A 20 FT JOINT, BELIEVED TO BE SPARES PVC PIPE PART N LUMBER		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	77341.B		MW-R15-FL	CAP MFR: OCEANERING PN:429335.TYP 26 LINE LOGIC, (27) WAY CONN TYP FEMALE APPLI M2 REMOVABLE PLATE EQUIPED WITH 26 X 0.5 HUNTING RS, SPCL FEATRS VP COUPLER, PRESSURE: 10000 PSI	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		58431	58431	58431
Deepwater Warehouse	Fieldwood	77342.B		MW-R15-FL	CAP MFR: OCEANERING PN:429335.TYP 22 LINE LOGIC, (27) WAY CONN TYP FEMALE APPLI M2 REMOVABLE PLATE EQUIPED WITH 22 X 0.5 HUNTING RS, SPCL FEATRS VP COUPLER, PRESSURE: 10000 PSI	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		58431	58431	58431
Deepwater Warehouse	Fieldwood	77415.B		BW-AREA 2	PUMP MFR: DUNCO PN:202X1.5-1.0, VTY TYP CENTRIFUGAL, INIT SZ 3 IN, OUTIT SZ 1.5 IN, APPLI HP FLARE SCUBBER, MFR: JENSEN/VERSION MK 3 STD		THUNDERHAWK	EA			0		0.01	0	0
Deepwater Warehouse	Fieldwood	77616.B		MW-GENERAL	STUD ASSEMBLY MFR: FASTENAL PN:15826-75, DIA 1.5 X 8 IN THD NCLG 26-3/4 IN, STUD MATL CS, MATL GR A193, CL B7, NUT QTY 2, NUT TYP HEX HEAD NUT GR 2H, NUT MATL CS, APPLI FOR BLEED RING ON FASTNAL 6040 PUMP		THUNDERHAWK	EA			8		0.01	0.08	
Deepwater Warehouse	Fieldwood	77898.A		MW-R8-2	ASSEMBLY MFR: OCEANERING PN:390541313.TYP ANODE CLAMP, SPCL FEATRS W/ 3/8 IN DIA X 6 FT WIRE ROPE, OCEANERING REF: DWG. NO. 990541276	143752	MC 948 4 GUNFINIT COMPLETION/L	EA			1		4500	4500	4500
Deepwater Warehouse	Fieldwood	77955.A		MW-AREA 4	PLATE, ASSEMBLY MFR: BAKER PN:10055501.TYP OR: TEST / FLUSH 4-WAY CROSSHEAD MFR: CAME-ION PN:602-021-001.TYP GUIDE, WS, APPLI WH 64 COMPRESSOR	143096	MC 782 DANTZLER DEVELOPMENT LL	EA			1		36612	36612	36612
Deepwater Warehouse	Fieldwood	78188.B		DDWW-YARD	ASSEMBLY MFR: SOLAR TURBINES PN:219477-103.TYP OUTER EXHAUST CONE PUMP ASSEMBLY MFR: BORNMANN PUMPS INC., MFR: RELIANCE TYP N/A, SZ N/A, SPEC W/ MOTOR (50 HP, 1800 RPM, 843AL, 10°C, 3/60/480)		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	78194.C		MW-R18-2	PUMP ASSEMBLY MFR: PUMPS PN:1016-2 TYP 2 STAGE SPC BALLAST, MATERIAL: CAST BRONZE, 1ST STAGE 7.4 IN, 2ND STAGE 5.0 IN, OUTIT 5.0 IN	203563	Rio Grande Spares	EA			1		64575	64575	64575
Deepwater Warehouse	Fieldwood	78227.A		MW-AREA 3	5WD MFR: DOLPHIN SERVICES LLC PN:JN12483, SPCL FEATRS TABLE APPLI GENERATOR CHANGE OUTE		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	78305.B		DDWW-YARD	TOOL KIT: MFR: SOLAR TURBINES PN:FT20060-100.TYP LIFT, APPLI FOR GEARBOX C40-T60		THUNDERHAWK	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	78391.B		MW-R18-1	PPE: NOM SZ 4 IN, OD 4.5 IN, SCH 80, WALL THK 0.337 IN, NUT 14.08 IN, NUT MATL CS, MATL GR ASTM A106, GR B, PROCESS SEAMLESS, END CONN: PELLG SRL		THUNDERHAWK	EA			0		0.01	0	0
Deepwater Warehouse	Fieldwood	78486.B		DDWW-YARD	PPE: NOM SZ 3 IN, OD 3.5 IN, SCH 80, WALL THK 0.300 IN, NUT 10.25 IN, NUT MATL CS, MATL GR ASTM A106, GR B, PROCESS SEAMLESS, END CONN: PELLG SRL		NEPTUNE	FT			38		0.01	0.38	
Deepwater Warehouse	Fieldwood	78487.B		DDWW-YARD	PPE: NOM SZ 3 IN, OD 3.5 IN, SCH 80, WALL THK 0.300 IN, NUT 10.25 IN, NUT MATL CS, MATL GR ASTM A106, GR B, PROCESS SEAMLESS, END CONN: PELLG SRL		NEPTUNE	FT			22		0.01	0.22	
Deepwater Warehouse	Fieldwood	78510.B		MW-R16-3	ASSEMBLY MFR: BAKER PN:10217716, COMPBSING (12 WAY), (12) LINE) FRED JUNCTION PLATE, INBOARD TEST AND FLUSHING	141585	MC 698 BIG BEND LONG LEADS	EA			1		14969.81	14969.81	14969.81
Deepwater Warehouse	Fieldwood	78522.B		DDWW-YARD	ANGLE STRUCTURAL IUD 3 X 3 IN, MATL THCK 1/4 IN, NUT 4.0 IN, OUTIT 5.0 IN, MATL MS, ASTM A36, PROCESS: HOT ROLLED, SURF TRTMENT: HOT DIPPED GALVANIZED		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	78835.A		BW-NEP-AREA	IN MFR: PUMP WORKS, PN:1330-00112-000, DIM 6 IN, INLT SZ 1 IN, OUTLT SZ 1.5 IN		NEPTUNE	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	80019.B		BW-R2-FL	PUMP MFR: MILTON ROY PN:PN981115/BUH4131/BU1CS VV2.TYP METHANOL FLW RATE 120 GAL/H, DRPTG PRESS 1900 PSI		THUNDERHAWK	EA			1		0.01	0.01	0.01
Deepwater Warehouse	Fieldwood	80022.B		BW-AREA 2	METHANOL FLW RATE 120 GAL/H, DRPTG PRESS 3451 PSI		THUNDERHAWK	EA			1		0.01	0.01	0.01

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Deepwater Warehouse	Fieldwood	8297.A		DDW-YARD-C-VAN TTN0976034561 (CLIMATE CONTROLLED)	1. ROV RANK 4/7/20 W/O INSERT P/N: 1307989-06-57	AE FW580018	KATMA/OBL/D/GE NOYESA				3		0	0	0	
Deepwater Warehouse	Fieldwood	8298.B		MW-R11-1	SKOFLD CHEMICAL INJECTION METERING VALVE (C/MV), 4-WAY MALE STAB PLATE ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW, 15K PSI S/N 4889						1		0	0	0	
Deepwater Warehouse	Fieldwood	8299.B		MW-R11-1	SKOFLD CHEMICAL INJECTION METERING VALVE (C/MV), 4-WAY MALE STAB PLATE ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW, 15K PSI S/N 4721						1		0	0	0	
Deepwater Warehouse	Fieldwood	8290.A		MW-AREA 3	VALVE, SUBSURFACE SAFETY, MFR: SCHUMBERGER, P/N: 10048060, TYP SURFACE CONNECTOR, 2" NPT, 12" W/IN, 13.500 PSI, 15.000 PSI, 15.000 PSI, 15.000 PSI INCON TYPE VAM TOP BOX, X P/N, WIRING PRESS 15,000 PSI, M/F: PINNACLE-15						3		0	0	0	
Deepwater Warehouse	Fieldwood	82901.A		MW-R10-1	SKOFLD CHEMICAL INJECTION METERING VALVE (C/MV), 4-WAY MALE BULKHEAD ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW, 10K PSI S/N 1517	AE FW39306	GENOVESA				0			0	0	
Deepwater Warehouse	Fieldwood	82901.A		MW-AREA 1	SKOFLD CHEMICAL INJECTION METERING VALVE (C/MV), 4-WAY MALE BULKHEAD ELECTRICAL CONNECTOR, DUAL CORE, LOW FLOW, 10K PSI S/N 1517						2			0	0	
Deepwater Warehouse	Fieldwood	82901.A		MW-R14-1	MCRAC CLAMP SPACER						1			0	0	
Deepwater Warehouse	Fieldwood	82904.A		MW-R11-FL	ROPTCL MFR: SKOFLD, P/N: 20030, TYP DUAL CORE						2			0	0	
Deepwater Warehouse	Fieldwood	82905.A		BW-NP-AREA	TABLE LIFT, MOBILE HEAVY DUTY SCISSOR 40" X 20", MFR: GLOBAL INDUSTRIAL, M/N: W8398893, 2200 LB. CAPACITY	AE FW39306	NEPTUNE				1		0	0	0	
Deepwater Warehouse	Fieldwood	82906.A		MW-R14-1	M1 LONG TERM PROTECTIVE COVER 14-WAY, 14-PVC ASSEMBLY P/N 042364						1		0	0	0	
Deepwater Warehouse	Fieldwood	82907.A		MW-R13-3	ELECTRICAL TYPING LEAD, ODI 90 DEG, 7 WAY MALE X 4 WAY FEMALE, 60M P/N: 1307989-06-57						1		0	0	0	
Deepwater Warehouse	Fieldwood	82908.A		MW-R13-2	MCRAC CLAMP, MFR: SEAHOUSE ENERGY, INC. P/N: 5-19000-1317 S/N: SSN- 39002095						1		0	0	0	
Deepwater Warehouse	Fieldwood	82909.A		MW-R13-2	MCRAC TOOL P/N 2098861-02						2		0	0	0	
Deepwater Warehouse	Fieldwood	82910.A		MW-R12-2	CROSBY M652						1		0	0	0	
Deepwater Warehouse	Fieldwood	82911.A		MW-AREA 6	MCRAC TOOL P/N 2098861-02						2		0	0	0	
Deepwater Warehouse	Fieldwood	82912.A		MW-R17-2	MCRAC TOOL P/N 2098861-02						2		0	0	0	
Deepwater Warehouse	Fieldwood	82913.A		MW-R8-3	MOE PLATE ASSY, 12 WAY TEST P/N 10062543						1		0	0	0	
Deepwater Warehouse	Fieldwood	82914.A		MW-R8-3	TOP MARINE GROWTH COVER PLATE P/N A88216						3		0	0	0	
Deepwater Warehouse	Fieldwood	82915.A		OS-R13-2	M1 FIXED PLATE COVER BODY P/N 026994						12		0	0	0	
Deepwater Warehouse	Fieldwood	82916.A		BW-NP-AREA	WIRING HARNESS, MFR: BROAD MARSHALLSSEA, P/N: P73 01751-03-09-11-55- NETAD0	AE FW39306	GENOVESA				1		0	0	0	
Deepwater Warehouse	Fieldwood	82917.A		MW-AREA 5	NEPTUNE AC REPAIR KIT						3		0	0	0	
Deepwater Warehouse	Fieldwood	82918.A		MW-AREA 5	EXPANSION JOINT (OUTSIDE), EXHAUST, MFR: SOLAR TURBINE, 701/702						1		0	0	0	
Deepwater Warehouse	Fieldwood	82919.A		MW-R4-B	BUTTERFLY VALVE, EXHAUST, MFR: 3HAM-ROD, INC., MODEL NO. 2220-6, SIZE: 36" 701/702 WHRU						1		0	0	0	
Deepwater Warehouse	Fieldwood	82920.A		MW-R5-B	7M ROV FIO TEST PLUG W/POST, MFR: TELETYPE, P/N: 1001606	AE FW39307	BULLWINKLE				1		0	0	0	
Deepwater Warehouse	Fieldwood	82921.A		OS-R1-51	7M ROV BLIND TEST KIT W/3M POSTS, MFR: TELETYPE, P/N: 1001613	AE FW39307	TROKA				1		0	0	0	
Deepwater Warehouse	Fieldwood	82922.A		MW-R2-2	7M ROV BLIND TEST KIT W/3M POSTS, MFR: TELETYPE, P/N: 1001613						1		0	0	0	
Deepwater Warehouse	Fieldwood	82923.A		MW-R16-2	ELECTRICAL LONG TERM PROTECTIVE SPC/LEAFS/RECEPT/COMPENSATED W/LOOPS 1-2 AND 3-4						2		0	0	0	
Deepwater Warehouse	Fieldwood	82924.A		MW-R16-2	7 WAY MFR: TELETYPE ODI, ROV RETRIEVABLE SHORTING PLUG PINS, LOOPED 1- 2, 4-5	AE FW39307	TROKA				2		0	0	0	
Deepwater Warehouse	Fieldwood	82925.A		MW-R16-2	FLYING LEAD, MFR: OCEANERING, P/N: 197940-0502185, ELECTRICAL LG 61 m, 7- WAY PLUG, 90 DEG, W/ 7-WAY RECEPT, 90 DEG.	AE FW39307	TROKA				2		0	0	0	
Deepwater Warehouse	Fieldwood	82926.A		MW-R2-C	M1 REMOVABLE TBF PLATE, 14-WAY, 14-LINE, MFR: OCEANERING, P/N: 040489	AE FW39306	GENOVESA				2		0	0	0	
Deepwater Warehouse	Fieldwood	82927.A		BW-NP-AREA	M1 REMOVABLE TBF PLATE, 14-WAY, 14-LINE, MFR: OCEANERING, P/N: 0502187						1		0	0	0	
Deepwater Warehouse	Fieldwood	82928.A		N/A	8" PRODUCTION GASKET, TEX 7-625, MFR: TRENDSETTER, P/N: A1007618						1		0	0	0	
Deepwater Warehouse	Fieldwood	82929.A		DDW-YARD-C-VAN TTN0976034561 (CLIMATE CONTROLLED)	HEATER, WATER, ELECTRIC, MFR: RHEEM, P/N: 825V30-2, TYP SHORT VOL, C/PCT 30 60V, VOLT 240, WATT 4500 W						1		696.79	696.79		
Deepwater Warehouse	Fieldwood	82930.B		BW-R2-3	GENERIC ASSY ASD SINGLE WY HARNESS 35m, ELECTRICAL INTERFACE: FIXED WIRING HARNESS WITH FLYING ROV CONNECTOR, 12-WAY MALE, HOSE LENGTH: 35m						0		41702	0		
Deepwater Warehouse	Fieldwood	82931.B		DDW-YARD	GENERIC ASSY ASD SINGLE WY HARNESS 35m, ELECTRICAL INTERFACE: FIXED WIRING HARNESS WITH FLYING ROV CONNECTOR, 12-WAY MALE, HOSE LENGTH: 35m, MFR: ONESUBSEA, P/N 2238677-8						2		41702	83404		
Deepwater Warehouse	Fieldwood	82932.B		DDW-YARD	PUMP ASSEMBLY; METHANOL, EAGLE MODEL V200, 2 X 1.5-10 SS, SN: V1532035						0			0	0	
Deepwater Warehouse	Fieldwood	82933.B		DDW-YARD	PUMP, TRM 6.7; MOTOR: MFR: SIEMENS TYPE XP100, P/N: 1M82122AA213N63						0			0	0	
Deepwater Warehouse	Fieldwood	82934.B		DDW-YARD	SN: 3005775094-11, 30 HP, 3.515 RPM, 375V						1			0	0	
Deepwater Warehouse	Fieldwood	82935.B		CRTR 1	FRAME, UTA RECOVERY, MFR: OCEANERING, DWG NO. 801069512						1			0	0	
Deepwater Warehouse	Fieldwood	82936.B		MW-R13-FL/MW-R13-3	8" PRODUCTION GASKET, TEX 7-625, MFR: TRENDSETTER, P/N: A1007618						1			0	0	
Deepwater Warehouse	Fieldwood	82937.A		MW-AREA 6	HEATER, WATER, ELECTRIC, MFR: RHEEM, P/N: 825V30-2, TYP SHORT VOL, C/PCT 30 60V, VOLT 240, WATT 4500 W						1			0	0	
Deepwater Warehouse	Fieldwood	82938.A		MW-AREA 6	GENERIC ASSY ASD SINGLE WY HARNESS 35m, ELECTRICAL INTERFACE: FIXED WIRING HARNESS WITH FLYING ROV CONNECTOR, 12-WAY MALE, HOSE LENGTH: 35m, MFR: ONESUBSEA, P/N 2238677-8						1			0	0	
Deepwater Warehouse	Fieldwood	82939.A		MW-AREA 6	PUMP ASSEMBLY; METHANOL, EAGLE MODEL V200, 2 X 1.5-10 SS, SN: V1532035						2			83404		
Deepwater Warehouse	Fieldwood	82940.A		MW-AREA 6	PUMP, TRM 6.7; MOTOR: MFR: SIEMENS TYPE XP100, P/N: 1M82122AA213N63						0			0	0	
Deepwater Warehouse	Fieldwood	82941.A		MW-R6-1	SN: 3005775094-11, 30 HP, 3.515 RPM, 375V						0			0	0	
Deepwater Warehouse	Fieldwood	82942.A		MW-R6-2	FRAME, UTA RECOVERY, MFR: OCEANERING, DWG NO. 801069512						1			0	0	
Deepwater Warehouse	Fieldwood	82943.A		MW-R6-2	8" PRODUCTION GASKET, TEX 7-625, MFR: TRENDSETTER, P/N: A1007618						1			0	0	
Deepwater Warehouse	Fieldwood	82944.A		MW-R5-2	HEATER, WATER, ELECTRIC, MFR: RHEEM, P/N: 825V30-2, TYP SHORT VOL, C/PCT 30 60V, VOLT 240, WATT 4500 W						1			0	0	
Deepwater Warehouse	Fieldwood	82945.A		MW-R5-2	GENERIC ASSY ASD SINGLE WY HARNESS 35m, ELECTRICAL INTERFACE: FIXED WIRING HARNESS WITH FLYING ROV CONNECTOR, 12-WAY MALE, HOSE LENGTH: 35m						1			0	0	
Deepwater Warehouse	Fieldwood	82946.A		MW-R6-1	FRAME, UTA RECOVERY, MFR: OCEANERING, DWG NO. 801069512						1			0	0	
Deepwater Warehouse	Fieldwood	82947.A		MW-R6-1	8" PRODUCTION GASKET, TEX 7-625, MFR: TRENDSETTER, P/N: A1007618						1			0	0	
Deepwater Warehouse	Fieldwood	82948.A		MW-AREA 5	HEATER, WATER, ELECTRIC, MFR: RHEEM, P/N: 825V30-2, TYP SHORT VOL, C/PCT 30 60V, VOLT 240, WATT 4500 W						1			0	0	
Deepwater Warehouse	Fieldwood	82949.A		MW-AREA 5	GENERIC ASSY ASD SINGLE WY HARNESS 35m, ELECTRICAL INTERFACE: FIXED WIRING HARNESS WITH FLYING ROV CONNECTOR, 12-WAY MALE, HOSE LENGTH: 35m, MFR: ONESUBSEA, P/N 2238677-8						1			0	0	
Deepwater Warehouse	Fieldwood	82950.A		MW-AREA 5	PUMP ASSEMBLY; METHANOL, EAGLE MODEL V200, 2 X 1.5-10 SS, SN: V1532035						1			0	0	
Deepwater Warehouse	Fieldwood	82951.A		MW-AREA 5	PUMP, TRM 6.7; MOTOR: MFR: SIEMENS TYPE XP100, P/N: 1M82122AA213N63						0			0	0	
Deepwater Warehouse	Fieldwood	82952.A		MW-AREA 6	SN: 3005775094-11, 30 HP, 3.515 RPM, 375V						1			0	0	
Deepwater Warehouse	Fieldwood	82953.A		MW-AREA 6	FRAME, UTA RECOVERY, MFR: OCEANERING, DWG NO. 801069512						1			0	0	
Deepwater Warehouse	Fieldwood	82954.A		MW-AREA 5	8" PRODUCTION GASKET, TEX 7-625, MFR: TRENDSETTER, P/N: A1007618						1			0	0	

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Fieldwood	82992.A		MR-AREA1	ASSY, TURT HANDLING/TEST TOOL, 4.06" X 2.06" 10000 PSI, MFR: ONESUBSEA, PN: 214132-01		KATMAI/OLIVIO/GE				1			0	0
Deepwater Warehouse	Fieldwood	82993.A		MR-AREA1	COMBINED BOP WEIGHT SET TEST AND BORE PROTECTOR RETRIEVAL TOOL, MFR: ONESUBSEA, PN: 214242-06		KATMAI/OLIVIO/GE				1			0	0
Deepwater Warehouse	Fieldwood	82994.A		MR-AREA5	ASSEMBLY, 7.116, 15K, TPE FLS-R, MANUAL SUBSEA GV, WITH TRANSITION PUPS AND ACCUMULATOR, MFR: ONESUBSEA, PN: 230777-06-01	AEE FW580018	KATMAI/OLIVIO/GE				1			0	0
Deepwater Warehouse	Fieldwood	82995.A		MR-AREA2	SUNG, 3" X 20", 1 LEG, MFR: MORGAN CITY RENTALS, PN ON TAG: V-777 C-601 B-1537/HOU-057234-002		NOVESA				1			0	0
Deepwater Warehouse	Fieldwood	82996.A		MR-2-C	LOOPING CAP, TELEVINE OOI, 7 WAY, MFR: ONESUBSEA, PN: 2197088-28-44 REV 3	AEE FW183040	KATMAI				3			0	0
Deepwater Warehouse	Fieldwood	82997.A		MR-AREA1	BEARING CAP WITH ROV HANDLE YELLOW IN COLOR, MFR: SUBSEA7/NEW INDUSTRIES, PN: 230-1524-01	AEE FW183040	KATMAI				2			0	0
Deepwater Warehouse	Fieldwood	82998.A		MR-AREA1	8" SUBSEA PIR (PIGGING-ANCHER-RECEIVER), PIG RETAINER SK T/S R SCH 90S PIPE W/ 30 DIA. PIN 8, 1/40 ENGAGEMENT, MFR: SUBSEA7/NEW INDUSTRIES, PN: 230-1524-01	AEE FW183040	KATMAI				1			0	0
Deepwater Warehouse	Fieldwood	82999.A		MR-AREA1	2" MOFATT DUEL ENTRY HOT STAB WITH 1502 THREADED FEMALE CONNECTION, DS MALE STAB, 2" SUPER DUPLEX, FIG. 1502 FEMALE INTEGRAL, DRAWING # MSP-20C411H-01, 2" 15K DS/DS MALE STAB BODY C/W FIG 1502 FEMALE SUB, MFR: SUBSEA7/ONESUBSEA	AEE FW183040	KATMAI				3			0	0
Deepwater Warehouse	Fieldwood	83000.A		MR-AREA1	2" MOFATT DUEL ENTRY HOT STAB WITH 1502 THREADED FEMALE CONNECTION, 2" NB 15K DS BLIND STAB BODY, DRAWING # MSP-20B111H-01, MFR: SUBSEA7/ONESUBSEA, PN: MSP 0459-B	AEE FW183040	KATMAI				2			0	0
Deepwater Warehouse	Fieldwood	83001.A		MR-AREA1	CHECK VALVE ASSEMBLIES WITH 1502 WING NUT MALE CONNECTION, DRAWING # TC1099-4400019025-BQ1-0002, BIS CHECK VALVE # 20056-P049, MFR: SUBSEA7/ONESUBSEA	AEE FW183040	KATMAI				2			0	0
Deepwater Warehouse	Fieldwood	83002.A		MR-5-D	SEAL KIT FOR MOFATT STABS, MFR: SUBSEA7/ONESUBSEA	AEE FW183040	KATMAI/OLIVIO/GE				1			0	0
Deepwater Warehouse	Fieldwood	83003.A		MR-AREA2	CITY SIMULATOR, MFR: SOKILO, PN: CM-01-0009-01		NOVESA				1			0	0
Deepwater Warehouse	Fieldwood	83004.A		MR-4-B	M1 REMOVABLE FLUSHING PLATE WITH HOT STAB ASSEMBLY, MFR: OCEANERING, PN: 0508203 REV A	AEE FW183040	KATMAI				1			0	0
Deepwater Warehouse	Fieldwood	83005.A		MR-4-B	FEMALE DUMMAY COUPLERS, 1/2" RS-8	AEE FW183040	KATMAI				5			0	0
Deepwater Warehouse	Fieldwood	83006.A		MR-5-B	MALE POPPETED TEST COUPLERS, 1/2" RS-8	AEE FW183040	KATMAI				14			0	0
Deepwater Warehouse	Fieldwood	83007.A		MR-5-B	FEMALE POPPETED COUPLERS W/ TUBE STUB, 1/2" UO-8	AEE FW183040	KATMAI				3			0	0
Deepwater Warehouse	Fieldwood	83008.A		MR-411-2	VBK (VERTICAL) END RESTRICTIONS ASSEMBLY SET, MFR: WHITEFIELD PLASTICS	AEE FW183040	KATMAI				35			0	0
Deepwater Warehouse	Fieldwood	83009.A		MR-AREA4	M1 REMOVABLE LOGIC CAP 14 WAY 7/12 IN RS, 3 X 1 IN RS LINES ASSEMBLY, PN: 1872-B, TRIVALENT ZINC PLATED, MFR: FMC INDUSTRIES, PN: 48-120-004	AEE FW183040	KATMAI				1			0	0
Deepwater Warehouse	Fieldwood	83010.A		MR-1-A	HOT STAB, MFR: OCEANERING, PN: A06401-G						1			0	0
Deepwater Warehouse	Fieldwood	83011.A		MR-1-A	HOT STAB, MFR: SEANIC, PN: HS165-1100619						1			0	0
Deepwater Warehouse	Fieldwood	83012.A		MR-1-E	NITRILE O-RING, 70 DURO, MFR: BUNA-N, PN: 318						4			0	0
Deepwater Warehouse	Fieldwood	83013.A		MR-1-A	HOT STAB, MFR: UNKNOWN, PN: 10306 (ETCHED INTO PARTS)						2			0	0
Deepwater Warehouse	Fieldwood	83014.A		MR-GENERAL	GASKET RETAINER F/ FLOWLINE AX GASKETS, OBSOLETE AND REPLACED BY P1000162986, MFR: FMC INDUSTRIES, PN: 38-259-020						7			0	0
Deepwater Warehouse	Fieldwood	83015.A		MR-GENERAL	FITTING, GREASE, NIPPLE STRAIGHT 1/4 IN NPT MALE, SUPPLIED BY ALEMITE, PN: 1872-B, TRIVALENT ZINC PLATED, MFR: FMC INDUSTRIES, PN: 48-120-004						8			0	0
Deepwater Warehouse	Fieldwood	83016.A		MR-5-E	ROV HOT STAB, TYPE A, SHORT TERM LIVE INTERVENTION AND COMMISSIONING), NITRONIC, DUAL PORT, 1.5KSI (1035 BAR) MAX WP, T BAR HANDLE, 3/8 MP PORTS AT 45 DEG, SUPPLIED BY OCEANERING 0036241-01 REV. C, OBSOLETE AND REPLACED WITH P1000178823, MFR: FMC INDUSTRIES, PN: P100033613						4			0	0
Deepwater Warehouse	Fieldwood	83017.A		MR-GENERAL	FITTING, AIR QUICK CONNECT, CROWSFOOT, 3-WAY TRIPLE END COUPLER, MALLEABLE IRON, PLATED, OEM SPARE PART, MFR: FMC INDUSTRIES, PN: P100008374						2			0	0
Deepwater Warehouse	Fieldwood	83018.A		MR-GENERAL	RUBBER WASHER, STANDARD CROWSFOOT COUPLER/COUPLING, BAG OF 50, OEM SPARE PART, MFR: FMC INDUSTRIES, PN: 1000010263						1			0	0
Deepwater Warehouse	Fieldwood	83019.A		MR-GENERAL	M1 MARINE GROWTH COVER 10 WAY 6X 1/2" PLASTIC DUMMAY, 4X 1" PLASTIC DUMMAY, MFR: OCEANERING, PN: 0036241-01 REV. C, OBSOLETE AND REPLACED WITH P1000178823, MFR: FMC INDUSTRIES, PN: P100033613						1			0	0
Deepwater Warehouse	Fieldwood	83020.A		MR-4-E	TREE RUNNING TOOL, PRODUCTION SEAL STAB, 4X 2-1/8 T/4 OD, ASSY, MENSA X OVER ADAPTER TOP, CAMERON/TROMA TRY BTM, MFR: FMC INDUSTRIES, PN: P100014614	AEE FW193007	TROMA				9			0	0
Deepwater Warehouse	Fieldwood	83021.A		MR-FL	UWD SLOPE INDICATOR BRACKET, F/ BOLT ON SLOPE INDICATOR WITH ADJUSTMENT SCREWS, OBSOLETE AND REPLACED BY P200060501 PHASE OUT, MFR: FMC INDUSTRIES, PN: P100065171						2			0	0
Deepwater Warehouse	Fieldwood	83022.A		MR-AREA 6	PUMP AIR OPERATED, NITROGEN GAS BOOSTER, DOUBLE ACTING, DOUBLE AIR HEAD, 25 TO 1 RATIO, 25 KSIG MAX OUTPUT, 6000 PSIG MAX INPUT, 250 PSIG MIN GAS INLET, 90-150 PSIG AIR DRIVE PRESS, 95 SCFH MAX AIRFLOW, 2.4 CU INCH STROKE SC-HYDRAULIC ENGINEERING - GBD-D75, MFR: FMC INDUSTRIES, PN: P100068557						1			0	0
Deepwater Warehouse	Fieldwood	83023.A		MR-GENERAL	FITTING, HYDRAULIC, CAP BODY 3/8 IN JC FEM 30K, SUPPLIED BY AUTOCLAVE, PN: 20C6, 316SS, MFR: FMC INDUSTRIES, PN: P1000075352						12			0	0
Deepwater Warehouse	Fieldwood	83024.A		MR-GENERAL	CAP SCREW, HEX SOCKET DRIVE, .375-16 UNHRC 2A/3A X 3.00 LG, A 320 GR LTM, EXP LOW STR, API D0E BSL2, PTFE, MFR: FMC INDUSTRIES, PN: P100091781						6			0	0
Deepwater Warehouse	Fieldwood	83025.A		MR-4-E	TREE RUNNING TOOL, ANNULUS SEAL STAB, 4X 2-1/8 T/4 OD, ASSY, MENSA X OVER ADAPTER TOP, CAMERON/TROMA TRY BTM, MFR: FMC INDUSTRIES, PN: P100014615						7			0	0
Deepwater Warehouse	Fieldwood	83026.A		MR-GENERAL	5 SEAL OD TYPE 2.827 OD X .158 CS X .270, MFR: FMC INDUSTRIES, PN: P101811						4			0	0
Deepwater Warehouse	Fieldwood	83027.A		MR-4-D	4" DRIFT, 3.910 OD X 12" LONG, MFR: FMC INDUSTRIES, PN: P114747						1			0	0
Deepwater Warehouse	Fieldwood	83028.A		MR-4-D	2" DRIFT, 1.850 OD X 12" LONG, MFR: FMC INDUSTRIES, PN: P114748						2			0	0
Deepwater Warehouse	Fieldwood	83029.A		MR-4-D	METAL SEAL, SLM'S BODY, F/13 5/8-10K SPEEDLOC CLAMP, INCONEL 718, SILVER PLATED, 2.595 OD X 2.071 ID, 3.620 LG WITH 5 SEAL GROOVES, 15K PSI MAX, MFR: FMC INDUSTRIES, PN: P125494-0007						1			0	0
Deepwater Warehouse	Fieldwood	83030.A		MR-4-E	METAL SEAL, SLM'S ASSY, F/13 5/8-10K SPEEDLOC CLAMP, INCONEL 718, SILVER PLATED, 2.595 OD X 2.071 ID, 3.620 LG, WITH 2 SEALS, MFR: FMC INDUSTRIES, PN: P125497-0007						6			0	0
Deepwater Warehouse	Fieldwood	83031.A		MR-4-D	NON-METALLIC SEAL, POLYPAK ASSY, TYPE B STYLE, 0.375 CS X 0.625 LG X 36.000 ID, E50105 GELAT MATL F/ JACKET, E50106 NBR MATL F/O SPRING, MFR: FMC INDUSTRIES, PN: P129198-0003						8			0	0
Deepwater Warehouse	Fieldwood	83032.A		MR-GENERAL	INDUSTRIES, PN: P129198-0003						1			0	0

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Deepwater Warehouse	Fieldwood	83033.A		MR-GENERAL	GREASE FITTING, 1/8" NPT, 90 DEGREE, MFR: FMC INDUSTRIES, PN: P13318-001A						12		0	0	0	0
Deepwater Warehouse	Fieldwood	83034.A		MR-5F	PIPE INDICATOR, 2 DEGREE 13.78 DIA. MFR: FMC INDUSTRIES, PN: P134576-0000						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83035.A		MR-GENERAL	HYDRAULIC FITTINGS, ADAPTER, STRAIGHT 9/16 MP (13/16-16THD) MALE X 3/8MP (9/16-3THD) MALE, 20, 000MP. MFG: PARKER (PN: Y95-6-9C). MFR: FMC INDUSTRIES, PN: P145788						1		0	0	0	0
Deepwater Warehouse	Fieldwood	83036.A		MR-GENERAL	TEMP HNBH MATL, W/316 SS SPRINGS, 0.6 DIA COIL. MFR: FMC INDUSTRIES, PN: 5-SEAL, OD TYPE, 3.2053 145 OD X 0.234 CS X .375 LG. E50189 90A DURO LOW 5P-48-1-4827						6		0	0	0	0
Deepwater Warehouse	Fieldwood	83037.A		MR-3-D	O-RING, HIGH TEMP HNBH, MFR: ONESUBSEA, PN: K1653.3-216						23		0	0	0	0
Deepwater Warehouse	Fieldwood	83038.A		MR-3-D	O-RING, HIGH TEMP HNBH, MFR: ONESUBSEA, PN: K1653.3-216						23		0	0	0	0
Deepwater Warehouse	Fieldwood	83039.A		MR-3-D	O-RING, HIGH TEMP HNBH, MFR: ONESUBSEA, PN: K1653.3-216						23		0	0	0	0
Deepwater Warehouse	Fieldwood	83040.A		MR-3-D	O-RING, NITRILE, 2 1/2 X 2 3/4, MFR: ONESUBSEA, PN: N0300.8-216						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83041.A		MR-3-D	O-RING, 588-453 N025900 PK NBR, MFR: ONESUBSEA, PN: 702645-46-31						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83042.A		MR-3-D	O-RING, NITRILE, 4 7/8 X 5 1/8 X 1/8, MFR: ONESUBSEA, PN: N0300.8-249						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83042.A		MR-3-D	O-RING, PEROX NITRILE, 13/16 X 1 X 3/32, MFR: ONESUBSEA, PN: 702645-11-71						3		0	0	0	0
Deepwater Warehouse	Fieldwood	83042.A		DWW-YARD-C-VAN TTN09776034561 (CLIMATE CONTROLLED)	O-RING, PEROX NITRILE, 13/16 X 1 X 3/32, MFR: ONESUBSEA, PN: 702645-11-71	ARE FW580018	KATMAU/ORLOV/GE				12		0	0	0	0
Deepwater Warehouse	Fieldwood	83042.A		TRAINING ROOM 1	O-RING, PEROX NITRILE, 13/16 X 1 X 3/32, MFR: ONESUBSEA, PN: 702645-11-71	ARE FW580018	KATMAU/ORLOV/GE				12		0	0	0	0
Deepwater Warehouse	Fieldwood	83043.A		MR-3-D	SEAL TYPE S, 1 5/8" OD, MFR: ONESUBSEA, PN: 142895-55-01-03						13		0	0	0	0
Deepwater Warehouse	Fieldwood	83044.A		MR-3-D	5 SEAL NOM 5-1/2, MFR: ONESUBSEA, PN: 142895-18-01-03						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83045.A		MR-1-C	O-RING, SIZE AS-568-427 4.725 ID X .275 W 900/M5-1078 NITRILE PKG AND QUAL/COT 702645, MFR: ONESUBSEA, PN: 702645-42-71						4		0	0	0	0
Deepwater Warehouse	Fieldwood	83046.A		MR-1-C	O-RING, SIZE AS-568-458 14.475 ID X .275 W 900/M5-1078 NITRILE PKG AND QUAL/COT 702645, MFR: ONESUBSEA, PN: 702645-45-81						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83046.A		TRAINING ROOM 1	O-RING, SIZE AS-568-458 14.475 ID X .275 W 900/M5-1078 NITRILE PKG AND QUAL/COT 702645, MFR: ONESUBSEA, PN: 702645-45-81	ARE FW580018	KATMAU/ORLOV/GE				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83047.A		MR-1-C	DOVEL PIN, 436/432 OD X 1.750 LG, TYPE "Y", LAS (REF. ASTM A493, B7), MFR: ONESUBSEA, PN: 02182-94						18		0	0	0	0
Deepwater Warehouse	Fieldwood	83048.A		MR-1-C	SCREW, SOC HD CAP, 375-16 X .750 ST/A193 GR B7/ANSI B18.3ZN PLX-40244, MFR: ONESUBSEA, PN: 2716050						12		0	0	0	0
Deepwater Warehouse	Fieldwood	83049.A		MR-1-C	SPRING, CPHN, .063 X .480 OD X 1.250 SST, MFR: ONESUBSEA, PN: 712406						4		0	0	0	0
Deepwater Warehouse	Fieldwood	83050.A		MR-1-C	SEAL RING, 3.00 ID X 4.00 OD X .750 LG, POLYPAK SEAL POLYETHANE, TYPE BMFG 100, MFR: ONESUBSEA, PN: 702640-42-71						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83051.A		MR-1-C	SPRING, COMPRESSION, .360 OD X .045 X .500 CL & GR ENDS, SST, RATE 65 LB/IN, MFR: ONESUBSEA, PN: 2748122-01						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83051.A		DWW-YARD-C-VAN TTN09776034561 (CLIMATE CONTROLLED)	SPRING, COMPRESSION, .360 OD X .045 X .500 CL & GR ENDS, SST, RATE 65 LB/IN, MFR: ONESUBSEA, PN: 2748122-01	ARE FW580018	KATMAU/ORLOV/GE				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83052.A		MR-1-C	O-RING, SIZE AS-568-427 4.725 ID X .275 W 900/M5-1004 NITRILE PKG AND QUAL/COT 702645, MFR: ONESUBSEA, PN: 702640-42-71						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83053.A		MR-1-C	SEAL RING, 3.00 ID X 4.00 OD X .750 LG, POLYPAK SEAL POLYETHANE, TYPE BMFG 100, MFR: ONESUBSEA, PN: 702640-42-71						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83053.A		TRAINING ROOM 1	SHEAR PIN SLEEVE, ACTUATOR RING, ISOLATION SLEEVE, MFR: ONESUBSEA, PN: 2156903-01	ARE FW580018	KATMAU/ORLOV/GE				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83054.A		MR-1-C	SHEAR PIN, ACTUATOR RING, ISOLATION SLEEVE, MFR: ONESUBSEA, PN: 2156904-01						10		0	0	0	0
Deepwater Warehouse	Fieldwood	83055.A		MR-1-C	SCREW, SOC HD CAP, 375-16 X 1.750 SST 316/A193 ANSI B18.3, MFR: ONESUBSEA, PN: 702505-06-00-16						16		0	0	0	0
Deepwater Warehouse	Fieldwood	83056.A		MR-1-C	SCREW, SHOULDER, 7/50 D, 18 NPT, XTLAN COATED, MFR: ONESUBSEA, PN: 2124841-01						16		0	0	0	0
Deepwater Warehouse	Fieldwood	83057.A		MR-1-C	SCREW, SHOULDER, 7/50 D, SPECIAL, MFR: ONESUBSEA, PN: 2124841-01						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83058.A		MR-1-C	PFE PLUG, HEX HEAD, 1/4" - 18 NPT, XTLAN COATED, MFR: ONESUBSEA, PN: 2718183-01						4		0	0	0	0
Deepwater Warehouse	Fieldwood	83059.A		MR-1-C	O-RING, SIZE AS-568-521 16.450 ID X .210 W 900/M5-1078 NITRILE PKG AND QUAL/COT 702645, MFR: ONESUBSEA, PN: 702645-52-11						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83060.A		MR-1-C	RETAINER RING, SHUT, 2.285 ID X 1.28 DIA, ALIGNMENT PIN, MFR: ONESUBSEA, PN: 209585-01						4		0	0	0	0
Deepwater Warehouse	Fieldwood	83061.A		MR-1-C	SCREW, SOC FLAT HD, 375-16 X .750 SST B18.3, MFR: ONESUBSEA, PN: 702580-06-00-12						4		0	0	0	0
Deepwater Warehouse	Fieldwood	83062.A		MR-1-C	SEA RING, 18 5/8-15W SPECIAL FOR PETROBRAS, MFR: ONESUBSEA, PN: 603894-12						1		0	0	0	0
Deepwater Warehouse	Fieldwood	83062.A		TRAINING ROOM 1	SEA RING, 18 5/8-15W SPECIAL FOR PETROBRAS, MFR: ONESUBSEA, PN: 603894-12	ARE FW580018	KATMAU/ORLOV/GE				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83063.A		MR-1-C	METAL END CAP SEAL, 16.283 NOM. BORE, 25% NOM SQUEEZE, CAMLAST AND W/316 SS SPRINGS, 0.6 DIA COIL. MFR: ONESUBSEA, PN: 2289964-08						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83063.A		MR-1-C	METAL END CAP SEAL, 16.283 NOM. BORE, 25% NOM SQUEEZE, CAMLAST AND W/316 SS SPRINGS, 0.6 DIA COIL. MFR: ONESUBSEA, PN: 2289964-08						6		0	0	0	0
Deepwater Warehouse	Fieldwood	83064.A		MR-GENERAL	METAL END CAP SEAL, 16.283 NOM. BORE, 25% NOM SQUEEZE, CAMLAST AND STAINLESS STEEL, API 6A 19TH ED, TEMP RATING: 35-275 DEG F, MATL CLASS: HH-15.0 (BASED ON RAO PN: 599514-04-05-01), MFR: ONESUBSEA, PN: 2289964-08	ARE FW580018	KATMAU/ORLOV/GE				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83065.A		MR-GENERAL	M1 MARINE GROWTH COVER 14 WAY, 14 X 1/2 RS, MFR: OCEANERING, PN: 0221318						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83066.A		MR-5-E	5-SEAL, OD TYPE, E50189 HNBH MATL, MFR: FMC INDUSTRIES, PN: 48-500-146						1		0	0	0	0
Deepwater Warehouse	Fieldwood	83067.A		MR-GENERAL	TEMP STAB, WP-HS, 10X PSL, MFR: OCEANERING, PN: A06280-F						1		0	0	0	0
Deepwater Warehouse	Fieldwood	83067.A		MR-GENERAL	5 SEAL, OD TYPE, 2.827 OD X .158 CS X .270, MFR: FMC INDUSTRIES, PN: P101811						3		0	0	0	0
Deepwater Warehouse	Fieldwood	83068.A		MR-GENERAL	5 SEAL, OD TYPE, 6.205/6.129 OD X 0.234 CS X .375 LG, E50159 85A DURO HIGH TEMP HNBH (NORSOK COMPLIANT) MATL, W/ 316 SS SPRINGS, .06 DIA COIL, USE SAME MOLD AS PH 107335-0007						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83069.A		MR-GENERAL	5 SEAL, OD TYPE, 6.205/6.129 OD X 0.234 CS X .375 LG, E50159 85A DURO HIGH TEMP HNBH (NORSOK COMPLIANT) MATL, W/ 316 SS SPRINGS, .06 DIA COIL, USE SAME MOLD AS PH 107335-0007						3		0	0	0	0
Deepwater Warehouse	Fieldwood	83070.A		MR-GENERAL	5 SEAL, OD TYPE, 2.889/2.888 OD X 0.234 CS X .375 LG, E50159 85A DURO HIGH TEMP HNBH (NORSOK COMPLIANT) MATL, W/ 316 SS SPRINGS, .06 DIA COIL, USE SAME MOLD AS PH 48-500-035, MFR: FMC INDUSTRIES, PN: P178205						4		0	0	0	0

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	WT. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Deepwater Warehouse	Fieldwood	83071.A		MW-GENERAL	5 SEAL, OD TYPE, 3.209/3.145 OD X 0.234 CS X .375 LG, E50189 90A DURO LOW HBR MATL W/ 316 SS SPRINGS, .06 COIL, MFR: PNC INDUSTRIES, PN: SP-48-						1		0	0	0	0
Deepwater Warehouse	Fieldwood	83072.A		MW-R3-2	ACOUSTIC SAND DETECTOR WITH ODI CABLE 6 WAX, MFR: CLAMPON, PN: 921-21100-003						1		0	0	0	0
Deepwater Warehouse	Fieldwood	83073.A		MW-R3-2	CLAMP AND FUNNEL ASSEMBLY WITH 4 HEX SCREWS/8 HEX NUTS, MFR: CLAMPON, 924-14122-001						1		0	0	0	0
Deepwater Warehouse	Fieldwood	83074.A		MR-1-C	O-RING NITRILE 90A, 3/4 X 1 X 1/8, MFR: CAMERON, PN: 702640-21-01						4		0	0	0	0
Deepwater Warehouse	Fieldwood	83075.A		MR-1-C	BACK UP NITRILE 90A, MFR: CAMERON, PN: 042000-02-16						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83076.A		MR-1-C	O-RING NITRILE 90A, 1 1/2 X 1 1/2 X 3/4, MFR: CAMERON, PN: 702645-2-771						4		0	0	0	0
Deepwater Warehouse	Fieldwood	83076.A		TRAINING ROOM 1	O-RING NITRILE 90A, 1 1/2 X 1 1/2 X 3/4, MFR: CAMERON, PN: 702645-2-771	AEE FW580018	KATMA/ORLOV/GE NOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83078.A		MR-1-C	BACK UP NITRILE 90A, MFR: CAMERON, PN: 042000-02-49						16		0	0	0	0
Deepwater Warehouse	Fieldwood	83079.A		MR-1-C	BACK UP NITRILE 90A, MFR: CAMERON, PN: 042000-02-22						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83080.A		MR-1-C	BACK UP NITRILE 90A, MFR: CAMERON, PN: 042000-02-31						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83081.A		MR-1-C	BACK UP NITRILE 90A, MFR: CAMERON, PN: 042000-02-51						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83082.A		MR-1-C	BACK UP NITRILE 90A, MFR: CAMERON, PN: 042000-02-30						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83083.A		MR-1-C	ALLOY SOCKET HEAD CAP SCREW, 5/16-18 X 5/8, MFR: CAMERON, PN: 702503-04-0005						30		0	0	0	0
Deepwater Warehouse	Fieldwood	83084.A		MR-1-C	O-RING SEAL AND SEAL RING INSERT ASSEMBLY, MFR: CAMERON, PN: 140146-03-01						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83085.A		MR-1-C	FACE SEAL AND SEAL RING INSERT ASSEMBLY, MFR: CAMERON, PN: 140146-02-01-03						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83086.A		MR-1-C	SINGLE LIP OIL SEAL - SOLID, 1.125" SHAFT, 1.561" OD, 0.135" WIDTH, CRW1 DESIGN, MFR: CHICAGO RAWHIDE, PN: 701156						3		0	0	0	0
Deepwater Warehouse	Fieldwood	83087.A		MR-1-C	O-RING, SIZE AS-568-333-3, 475 ID X 210 W 90D /MS- 1078 NITRILE, MFR: CAMERON, PN: 702645-3-31 OBSOLETE						13		0	0	0	0
Deepwater Warehouse	Fieldwood	83088.A		MR-1-C	HEX SOCKET SET SCREW, 1/4 X 1/2 X 3/4, MFR: CAMERON, PN: 702645-01-06-NC						6		0	0	0	0
Deepwater Warehouse	Fieldwood	83089.A		MR-1-C	BACK UP NITRILE 90A, MFR: CAMERON, PN: 042000-03-80						14		0	0	0	0
Deepwater Warehouse	Fieldwood	83090.A		MR-1-C	HEX SOCKET SET SCREW, MFR: CAMERON, PN: 748045-01						8		0	0	0	0
Deepwater Warehouse	Fieldwood	83090.A		TRAINING ROOM 1	HEX SOCKET SET SCREW, MFR: CAMERON, PN: 748045-01	AEE FW580018	KATMA/ORLOV/GE NOVESA				32		0	0	0	0
Deepwater Warehouse	Fieldwood	83091.A		MR-1-C	HEX HEAD CAP SCREW GR. 5 PLAIN, MFR: CAMERON, PN: 702500-04-00-14						30		0	0	0	0
Deepwater Warehouse	Fieldwood	83092.A		MR-1-C	O-RING NITRILE 90A, 2 5/8 X 2 7/8 X 1, MFR: CAMERON, PN: 702645-23-11						4		0	0	0	0
Deepwater Warehouse	Fieldwood	83093.A		MR-1-C	LODDOWN CHECK ASSEMBLY, PN: 242055-01						1		0	0	0	0
Deepwater Warehouse	Fieldwood	83094.A		MR-3-C	UTIC, 7 WAY RECEPTACLE (SOCKET), TITANIUM, MFR: TELEDYNE, PN: 10125671	AEE FW193006	GENOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83095.A		MR-5-C	UTIC, 4 WAY DUMMY ROV COVER, MFR: TELEDYNE, PN: 10163941	AEE FW193006	GENOVESA				3		0	0	0	0
Deepwater Warehouse	Fieldwood	83096.A		MW-AREA 6	ASSEMBLY, INTERNAL TREE CAP, 10K WP WITH MEC SEAL, 5.75 SSR PLUG PREP AND EXTENSION SLEEVE, G2 SPODUTREE SYSTEM, MATERIAL CLASS EE-NL, PSL 3, TEMP CLASS 0 TO 350 DEG F, MFR: CAMERON, PN: 2055296-02-01, SN: 110407008						1		0	0	0	0
Deepwater Warehouse	Fieldwood	83097.A		MR-5-C	TEST PLUG, ROV FLYING TYPE, 7 WAY, MFR: TELEDYNE, PN: 10321121	AEE FW193006	GENOVESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83098.A		MR-5-C	TEST CONNECTION, 7 WAY FULL LOADED, MFR: TELEDYNE, PN: 10322678	AEE FW193006	GENOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83099.A		MR-3-C	TEST CONNECTOR, 7 WAY RECEPTACLE LOADED, MFR: TELEDYNE, PN: 10322677	AEE FW193006	GENOVESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83100.A		MW-R14-2	PRESSURE CAP JACKING TOOL, MFR: OCEANERING, PN: 980701111	AEE FW193006	GENOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83101.A		MW-R14-2	DIA HOLL-O-CYLINDER, RH1 1003, 100 TON, D44 19000, 700 BAR, 10000 PSI, MFR: ENERPAC, PN: 990701100	AEE FW193006	GENOVESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83102.B		2	ASSEMBLY, PRESSURE CAP, 8"-15K CYC, 6.392 3 SEAL BORE, LIFTING FRAME WITH PMT RECEPTACLE, 1.38 THICK PADIES AND (8) ANODIES, ROV PANEL (S & O), MFR: CAMERON, PN: 702645-01-06-NC											
Deepwater Warehouse	Fieldwood	83102.B		DWW-YARD-C-VAN HCU1148117	RECEPTACLE AND 1/4" 20K AUTOCLAVE ADAPTER, INCONEL 235 TUBING, PSL 3, DNV 2.7-3 COMPLANT, WOP: 15,000 PSI, TEST PRESSURE 22,500 PSI, MFR: ONSURSEA, PN: 2395693-03						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83103.A		MR-1-E	DYE SPEC GREEN TRACER STICKS, MFR: MWN SPECIALTIES, PN: (BATCH) 181117	AEE FW193006	TRONIA				10		0	0	0	0
Deepwater Warehouse	Fieldwood	83104.A		2	TEX 5 SHORT TERM PRESSURE CAP, 15000 PSI, 407-120 F, MFR: TRENDSETER, PN: A104720	AEE FW193006	GENOVESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83105.A		MR-1-C	TEX 5 RING PRODUCTION GASKETS, MFR: TRENDSETER, PN: A108551	AEE FW193006	GENOVESA				8		0	0	0	0
Deepwater Warehouse	Fieldwood	83106.A		MR-3-C	TEX 5 RING PRODUCTION GASKETS, MFR: TRENDSETER, PN: A108551						2		0	0	0	0
Deepwater Warehouse	Fieldwood	83107.A		MW-AREA 1	12 WAY FEMALE, MFR: TELEDYNE, PN: 1062377-550						1		0	0	0	0
Deepwater Warehouse	Fieldwood	83108.A		MW-AREA 2	OIL 90 DEGREE SFL TERMINATION FRAME, "COBRA HEAD" - MFR: OCEANERING, PN: 0432505						1		0	0	0	0
Deepwater Warehouse	Fieldwood	83109.A		MW-AREA 2	RS-8 MALE COUPLERS, MFR: HUNTING ENERGY SERVICES, PN: RS-8-A-96-PK	AEE FW193006	GENOVESA				11		0	0	0	0
Deepwater Warehouse	Fieldwood	83110.A		MW-AREA 2	RS-8 FEMALE COUPLERS, MFR: HUNTING ENERGY SERVICES, PN: RS-8-B-100-PK-PK-25310	AEE FW193006	GENOVESA				10		0	0	0	0
Deepwater Warehouse	Fieldwood	83111.A		MW-AREA 2	MONO COUPLER TEST FUTURE, 1000 PSI, MFR: TRENDSETER, PN: A1014948	AEE FW193006	GENOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83112.A		MW-AREA 2	MONO COUPLER, CROVOS FEET TORQUE ADAPTER, MFR: TRENDSETER, PN: M1014981	AEE FW193006	GENOVESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83113.A		MW-AREA 2	BUTT WELD ADAPTERS, 2507 SUPER DUPLEX, MFR: OCEAN EDGE, PN: FWE-1828-203	AEE FW193006	GENOVESA				5		0	0	0	0
Deepwater Warehouse	Fieldwood	83114.A		MW-AREA 2	39" STICK, 3/8" OD X .065" WT, 2307 SUPER DUPLEX TUBING - HTF: 554168, LOT#: 0000006952	AEE FW193006	GENOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83115.A		MW-AREA 4	M1 REMOVABLE ODI JUNCTION PLATE 14 WAY, M1 FIXED ID JUNCTION PLATE 14 WAY, INTERMEDIATE LOGIC CAP WELDMENT FRAME, 10K PSI (SPARE), MFR: OCEAN EDGE, PN: 1828-102 (INCOMPLETE)	AEE FW193006	GENOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83116.A		MW-AREA 4	M1 REMOVABLE ODI JUNCTION PLATE 14 WAY, M1 FIXED ID JUNCTION PLATE 14 WAY, INTERMEDIATE LOGIC CAP WELDMENT FRAME, 10K PSI (SPARE), MFR: OCEAN EDGE, PN: 1828-102 (COMPLETE)	AEE FW193006	GENOVESA				0		0	0	0	0
Deepwater Warehouse	Fieldwood	83117.A		MW-AREA 4	TRANSPORTATION FRAME FOR PW V55 TYPE F2, MFR: ONSURSEA	AEE FW193006	GENOVESA				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83118.A		OS-12-52	ASSY, 8"-15K S-X GASKET, W/ 2 DOVE TAIL O-RING GROOVES, SPHERICAL SEALING SURFACE, MFR: CAMERON, PN: 2181646-08	AEE FW193006	GENOVESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83119.A		OS-12-52	ASSY, 8"-15K S-X GASKET, W/ 2 DOVE TAIL O-RING GROOVES, SPHERICAL SEALING SURFACE, MFR: CAMERON, PN: 2181646-08	AEE FW193006	GENOVESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83120.A		OS-12-52	TEST BODY 8"-15K S-X TEST GASKET (6417 ID), W/ 2 DOVE TAIL O-RING GROOVES, SPHERICAL SEALING SURFACE, MFR: CAMERON, PN: 227485-05	AEE FW193006	GENOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83121.A		OS-11-51	TEST BODY 8"-15K S-X TEST GASKET (6417 ID), W/ 2 DOVE TAIL O-RING GROOVES, SPHERICAL SEALING SURFACE, MFR: CAMERON, PN: 227485-05	AEE FW193006	GENOVESA				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83122.A		OS-11-51	GROOVES, SPHERICAL SEALING SURFACE, MFR: CAMERON, PN: 227485-05	AEE FW193006	GENOVESA				1		0	0	0	0

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Fieldwood	83216-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	O RING FOR 4.375 SS W/ 1 ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2749594-01	ARE FW580018	KATMA/OLR/OLV/GE				12			0	0
Deepwater Warehouse	Fieldwood	83216-A		TRAINING ROOM 1	O RING FOR 4.375 SS W/ 1 ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2749594-01	ARE FW580018	KATMA/OLR/OLV/GE				8			0	0
Deepwater Warehouse	Fieldwood	83217-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	MECHANICAL SPARES, 4.375 SS WIRELINE ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2166284-02	ARE FW580018	KATMA/OLR/OLV/GE				2			0	0
Deepwater Warehouse	Fieldwood	83217-A		TRAINING ROOM 1	MECHANICAL SPARES, 4.375 SS WIRELINE ISOLATION SLEEVE. MFR: ONESUBSEA, PN: 2166284-02	ARE FW580018	KATMA/OLR/OLV/GE				3			0	0
Deepwater Warehouse	Fieldwood	83218-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	SPRING, OD: 0.702", WIRE: 0.112", LENGTH: 1.5', SPRING RATE: 158.5 LB/IN, MATL: 302 SS. MFR: ONESUBSEA, PN: 2748415-01	ARE FW580018	KATMA/OLR/OLV/GE				4			0	0
Deepwater Warehouse	Fieldwood	83218-A		TRAINING ROOM 1	SPRING, OD: 0.702", WIRE: 0.112", LENGTH: 1.5', SPRING RATE: 158.5 LB/IN, MATL: 302 SS. MFR: ONESUBSEA, PN: 2748415-01	ARE FW580018	KATMA/OLR/OLV/GE				4			0	0
Deepwater Warehouse	Fieldwood	83219-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	METAL SEAL RING, 4.375" SSR WL PLUG. MFR: ONESUBSEA, PN: 2748650-01	ARE FW580018	KATMA/OLR/OLV/GE				3			0	0
Deepwater Warehouse	Fieldwood	83219-A		TRAINING ROOM 1	METAL SEAL RING, 4.375" SSR WL PLUG. MFR: ONESUBSEA, PN: 2748650-01	ARE FW580018	KATMA/OLR/OLV/GE				3			0	0
Deepwater Warehouse	Fieldwood	83220-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	SPRING, CPISM, 1.25 X 9.70 OD X 3.5 SST. ENDS GROUND, 44.2 LB/IN RATE, 11.4 ACTIVE COILS, 13.4 TOTAL COILS. MFR: ONESUBSEA, PN: 2748264-01	ARE FW580018	KATMA/OLR/OLV/GE				8			0	0
Deepwater Warehouse	Fieldwood	83221-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	SPARES, 8" 15K 5-AH PRODUCTION GASKET (KIT). MFR: ONESUBSEA, PN: 2500896-03	ARE FW580018	KATMA/OLR/OLV/GE				3			0	0
Deepwater Warehouse	Fieldwood	83222-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	SPARES, 8" 15K CVC OUTBOARD CONNECTORS (KIT). MFR: ONESUBSEA, PN: 2500896-01	ARE FW580018	KATMA/OLR/OLV/GE				1			0	0
Deepwater Warehouse	Fieldwood	83223-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	BACK UP RING, SIZE 124, 1.268 ID X 1.440 OD NITRILE, PARBAK 8-SERIES. MFR: ONESUBSEA, PN: 042000-01-24	ARE FW580018	KATMA/OLR/OLV/GE				48			0	0
Deepwater Warehouse	Fieldwood	83223-A		TRAINING ROOM 1	BACK UP RING, SIZE 124, 1.268 ID X 1.440 OD NITRILE, PARBAK 8-SERIES. MFR: ONESUBSEA, PN: 042000-01-24	ARE FW580018	KATMA/OLR/OLV/GE				98			0	0
Deepwater Warehouse	Fieldwood	83224-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	SPACER, PEEK UP SEAL, HYDRAULIC STAB, G2, SPOOL TREE SYSTEM. MFR: ONESUBSEA, PN: 2749301-01	ARE FW580018	KATMA/OLR/OLV/GE				24			0	0
Deepwater Warehouse	Fieldwood	83225-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	O RING, SIZE AS-568-125, 1.299 ID X 1.03W, MATL: GREEN TWEED, CHEMRAZ, OR DU PONT - KALREZ 4079. MFR: ONESUBSEA, PN: 2731180-01	ARE FW580018	KATMA/OLR/OLV/GE				3			0	0
Deepwater Warehouse	Fieldwood	83225-A		TRAINING ROOM 1	O RING, SIZE AS-568-125, 1.299 ID X 1.03W, MATL: GREEN TWEED, CHEMRAZ, OR DU PONT - KALREZ 4079. MFR: ONESUBSEA, PN: 2731180-01	ARE FW580018	KATMA/OLR/OLV/GE				3			0	0
Deepwater Warehouse	Fieldwood	83226-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	BACK UP RING, SIZE 125, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2748250-01	ARE FW580018	KATMA/OLR/OLV/GE				6			0	0
Deepwater Warehouse	Fieldwood	83226-A		TRAINING ROOM 1	BACK UP RING, SIZE 125, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2748250-01	ARE FW580018	KATMA/OLR/OLV/GE				5			0	0
Deepwater Warehouse	Fieldwood	83228-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	BACK UP RING, SIZE 454, 12.524 ID X 12.996 OD NITRILE, PARBAK 8 SERIES. MFR: ONESUBSEA, PN: 042000-04-54	ARE FW580018	KATMA/OLR/OLV/GE				6			0	0
Deepwater Warehouse	Fieldwood	83228-A		TRAINING ROOM 1	BACK UP RING, SIZE 454, 12.524 ID X 12.996 OD NITRILE, PARBAK 8 SERIES. MFR: ONESUBSEA, PN: 042000-04-54	ARE FW580018	KATMA/OLR/OLV/GE				12			0	0
Deepwater Warehouse	Fieldwood	83229-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	BACK UP RING, SIZE 208, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2748250-01	ARE FW580018	KATMA/OLR/OLV/GE				120			0	0
Deepwater Warehouse	Fieldwood	83229-A		TRAINING ROOM 1	BACK UP RING, SIZE 208, VIRGIN PEEK MATERIAL, SCARF CUT. MFR: ONESUBSEA, PN: 2748250-01	ARE FW580018	KATMA/OLR/OLV/GE				214			0	0
Deepwater Warehouse	Fieldwood	83230-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	O RING, SIZE AS-568-115, .674 ID X 1.03W 900/MS-1078, NITRILE/PG AND QUAL. MFR: ONESUBSEA, PN: 702645-11-53	ARE FW580018	KATMA/OLR/OLV/GE				24			0	0
Deepwater Warehouse	Fieldwood	83230-A		TRAINING ROOM 1	O RING, SIZE AS-568-115, .674 ID X 1.03W 900/MS-1078, NITRILE/PG AND QUAL. MFR: ONESUBSEA, PN: 702645-11-53	ARE FW580018	KATMA/OLR/OLV/GE				89			0	0
Deepwater Warehouse	Fieldwood	83231-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	O RING, 348, CHEMRAZ 536, GREEN TWEED. MFR: ONESUBSEA, PN: 2748686-01	ARE FW580018	KATMA/OLR/OLV/GE				3			0	0
Deepwater Warehouse	Fieldwood	83231-A		TRAINING ROOM 1	O RING, 348, CHEMRAZ 536, GREEN TWEED. MFR: ONESUBSEA, PN: 2748686-01	ARE FW580018	KATMA/OLR/OLV/GE				1			0	0
Deepwater Warehouse	Fieldwood	83232-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	SPACER RING, PEEK UP SEAL, HYDROSTAB, G2 SPOOL TREE SYSTEM. MFR: ONESUBSEA, PN: 2142790-01	ARE FW580018	KATMA/OLR/OLV/GE				94			0	0
Deepwater Warehouse	Fieldwood	83233-A		TRAINING ROOM 1	SPACER RING, PEEK UP SEAL, HYDROSTAB, G2 SPOOL TREE SYSTEM. MFR: ONESUBSEA, PN: 2142790-01	ARE FW580018	KATMA/OLR/OLV/GE				48			0	0
Deepwater Warehouse	Fieldwood	83233-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	KEY, RECTRACTABLE ORIENTATION, INTERNAL TREE CAP, SPOOL TREE SYSTEM, BDK, AIS 4130 LAS FLUOROPOLYMER, API 6A 20TH ED, API 17D 2ND ED. MFR: ONESUBSEA, PN: 2155928-01-01	ARE FW580018	KATMA/OLR/OLV/GE				77			0	0
Deepwater Warehouse	Fieldwood	83234-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	SPACER RING, PEEK UP SEAL, HYDROSTAB, G2 SPOOL TREE SYSTEM, BDK, AIS 4130 LAS FLUOROPOLYMER, API 6A 20TH ED, API 17D 2ND ED. MFR: ONESUBSEA, PN: 2155928-01-01	ARE FW580018	KATMA/OLR/OLV/GE				1			0	0
Deepwater Warehouse	Fieldwood	83234-A		TRAINING ROOM 1	SPACER RING, PEEK UP SEAL, HYDROSTAB, G2 SPOOL TREE SYSTEM, BDK, AIS 4130 LAS FLUOROPOLYMER, API 6A 20TH ED, API 17D 2ND ED. MFR: ONESUBSEA, PN: 2155928-01-01	ARE FW580018	KATMA/OLR/OLV/GE				2			0	0
Deepwater Warehouse	Fieldwood	83235-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	UP SEAL, ANAL FOR .862 DIA BOREX 666 DIA ROD, PEEK W/ ELGILOYSPRING. MFR: ONESUBSEA, PN: 2748243-01	ARE FW580018	KATMA/OLR/OLV/GE				72			0	0
Deepwater Warehouse	Fieldwood	83235-A		TRAINING ROOM 1	UP SEAL, ANAL FOR .862 DIA BOREX 666 DIA ROD, PEEK W/ ELGILOYSPRING. MFR: ONESUBSEA, PN: 2748243-01	ARE FW580018	KATMA/OLR/OLV/GE				124			0	0
Deepwater Warehouse	Fieldwood	83236-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	O RING, SIZE AS-568-120, .987 ID X 1.03 W 850, MS-001068 CMI/AST " " RIG AND QUAL/CAMERON	ARE FW580018	KATMA/OLR/OLV/GE				3			0	0
Deepwater Warehouse	Fieldwood	83237-A		DTNW-YARD-C-VAN (CLIMATE CONTROLLED)	VEE PACKING RING, 4.375" WL PLUG. MFR: ONESUBSEA, PN: 2748806-01	ARE FW580018	KATMA/OLR/OLV/GE				6			0	0
Deepwater Warehouse	Fieldwood	83237-A		TRAINING ROOM 1	VEE PACKING RING, 4.375" WL PLUG. MFR: ONESUBSEA, PN: 2748806-01	ARE FW580018	KATMA/OLR/OLV/GE				20			0	0

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Deepwater Warehouse	Fieldwood	8329-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	STAB SUB, CONTROL LINE, THRT. MFR: ONESUBSEA, PN: 2729924-01	ARE FW580018	KATMA/OLROV/GE NOYESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	8330-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	TENSILE-SCREW, UPPER, MECHANICAL, MFR: ONESUBSEA, PN: 262393-06	ARE FW580018	KATMA/OLROV/GE NOYESA				24		0	0	0	0
Deepwater Warehouse	Fieldwood	83301-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SHEAR PIN, DIA. 4.34 X 2.30 IG. MFR: ONESUBSEA, PN: 2155653-03	ARE FW580018	KATMA/OLROV/GE NOYESA				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83301-A		TRAINING ROOM 1 DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SHEAR PIN, DIA. 4.34 X 2.30 IG. MFR: ONESUBSEA, PN: 2155653-03	ARE FW580018	KATMA/OLROV/GE NOYESA				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83302-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	ASSEMBLY, SEAL SLEEVE, LSK THRT. MFR: ONESUBSEA, PN: 2340873-01	ARE FW580018	KATMA/OLROV/GE NOYESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83303-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SCR 12 PT CAP. 6.25-11 X 1.250 B7 ZH PL. MFR: ONESUBSEA, PN: 202585-14-00-12	ARE FW580018	KATMA/OLROV/GE NOYESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83304-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SHEAR PIN, G3 BORE PROTECTOR, NAVAL, MFR: ONESUBSEA, PN: 2155653-02	ARE FW580018	KATMA/OLROV/GE NOYESA				9		0	0	0	0
Deepwater Warehouse	Fieldwood	83305-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	GRUB SCREW, UPPER WIRELINE PLUG, MFR: ONESUBSEA, PN: 2359600-32	ARE FW580018	KATMA/OLROV/GE NOYESA				3		0	0	0	0
Deepwater Warehouse	Fieldwood	83306-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	VEE PACKING RING FOR SSR HYPO-090, MFR: ONESUBSEA, PN: 2748052-01	ARE FW580018	KATMA/OLROV/GE NOYESA				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83307-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	LOCKING WIRE, WIRELINE ISOLATION SLEEVE, MFR: ONESUBSEA, PN: 2359600-30	ARE FW580018	KATMA/OLROV/GE NOYESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83308-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	S SEAL, FOR USE IN 8.125" +/- .002 BORE, MFR: ONESUBSEA, PN: 2731484-03-02	ARE FW580018	KATMA/OLROV/GE NOYESA				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83309-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	O-RING, WIRELINE PLUG, MFR: ONESUBSEA, PN: 2749897-08	ARE FW580018	KATMA/OLROV/GE NOYESA				3		0	0	0	0
Deepwater Warehouse	Fieldwood	83310-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	RING, SCARF CUT, PEK, MFR: ONESUBSEA, PN: 2329622-03	ARE FW580018	KATMA/OLROV/GE NOYESA				36		0	0	0	0
Deepwater Warehouse	Fieldwood	83310-A		TRAINING ROOM 1 DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	RING, SCARF CUT, PEK, MFR: ONESUBSEA, PN: 2329622-03	ARE FW580018	KATMA/OLROV/GE NOYESA				12		0	0	0	0
Deepwater Warehouse	Fieldwood	83311-A		TRAINING ROOM 1 DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SCREW, MFR: ONESUBSEA, PN: 263134-18	ARE FW580018	KATMA/OLROV/GE NOYESA				12		0	0	0	0
Deepwater Warehouse	Fieldwood	83311-A		TRAINING ROOM 1 DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SCREW, MFR: ONESUBSEA, PN: 263134-18	ARE FW580018	KATMA/OLROV/GE NOYESA				48		0	0	0	0
Deepwater Warehouse	Fieldwood	83312-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	O-RING, MFR: ONESUBSEA, PN: 041259-12-01-02	ARE FW580018	KATMA/OLROV/GE NOYESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83313-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-07, MFR: ONESUBSEA, PN: 702647-00-71	ARE FW580018	KATMA/OLROV/GE NOYESA				12		0	0	0	0
Deepwater Warehouse	Fieldwood	83314-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SUB ASSEMBLY CONTROL, RECEPTACLE, MFR: ONESUBSEA, PN: 2141634-11	ARE FW580018	KATMA/OLROV/GE NOYESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83315-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	POLYPAK, TYPE "B" SEAL, MFR: ONESUBSEA, PN: 2731344-02	ARE FW580018	KATMA/OLROV/GE NOYESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83316-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	MACHINED SEAL, 8.125" BORE, WITH GROOVE, MFR: ONESUBSEA, PN: 2788005-01	ARE FW580018	KATMA/OLROV/GE NOYESA				14		0	0	0	0
Deepwater Warehouse	Fieldwood	83316-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	MACHINED SEAL, 8.125" BORE, WITH GROOVE, MFR: ONESUBSEA, PN: 2788005-01	ARE FW580018	KATMA/OLROV/GE NOYESA				3		0	0	0	0
Deepwater Warehouse	Fieldwood	83317-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SEAL RING, 10.000 ID X 1.750 OD X .375, MFR: ONESUBSEA, PN: 2731381-01	ARE FW580018	KATMA/OLROV/GE NOYESA				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83318-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-451, 10.975 ID, MFR: ONESUBSEA, PN: 702647-45-11	ARE FW580018	KATMA/OLROV/GE NOYESA				15		0	0	0	0
Deepwater Warehouse	Fieldwood	83318-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-451, 10.975 ID, MFR: ONESUBSEA, PN: 702647-45-11	ARE FW580018	KATMA/OLROV/GE NOYESA				3		0	0	0	0
Deepwater Warehouse	Fieldwood	83319-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SEAL RING, 16.25 ID X 17.00 OD X .375, MFR: ONESUBSEA, PN: 2731382-01	ARE FW580018	KATMA/OLROV/GE NOYESA				8		0	0	0	0
Deepwater Warehouse	Fieldwood	83319-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SEAL RING, 16.25 ID X 17.00 OD X .375, MFR: ONESUBSEA, PN: 2731382-01	ARE FW580018	KATMA/OLROV/GE NOYESA				8		0	0	0	0
Deepwater Warehouse	Fieldwood	83320-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SEAL RING, 10.000 ID X 10.750 OD X .75, MFR: ONESUBSEA, PN: 2731381-01	ARE FW580018	KATMA/OLROV/GE NOYESA				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83321-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	SEAL RING, 12.139 ID X 12.889 OD X .375, MFR: ONESUBSEA, PN: 2731383-01	ARE FW580018	KATMA/OLROV/GE NOYESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83322-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	O-RING, MFR: ONESUBSEA, PN: 702645-37-21	ARE FW580018	KATMA/OLROV/GE NOYESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83323-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	O-RING, .275 W X 15.955 ID X, MFR: ONESUBSEA, PN: 702647-46-11	ARE FW580018	KATMA/OLROV/GE NOYESA				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83324-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	BACK UP RING, 11.426 +/- .006 ID X .221, MFR: ONESUBSEA, PN: 2748250-19	ARE FW580018	KATMA/OLROV/GE NOYESA				30		0	0	0	0
Deepwater Warehouse	Fieldwood	83325-A		DDW-YARD-C-VAN TTN09776/034561 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-383, 13.975 ID, MFR: ONESUBSEA, PN: 702645-38-31	ARE FW580018	KATMA/OLROV/GE NOYESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83325-A		TRAINING ROOM 1 TTN09776/034561 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-383, 13.975 ID, MFR: ONESUBSEA, PN: 702645-38-31	ARE FW580018	KATMA/OLROV/GE NOYESA				6		0	0	0	0

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Deepwater Warehouse	Fieldwood	83326-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	O-RING, SIZE AS-568-369, 7.975 ID, MFR: ONESUBSEA, PN: 702645-36-95	ARE FW580018	KATMA/OLROV/GE NOVESA				8		0	0	0	0
Deepwater Warehouse	Fieldwood	83327-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	SOCKET SHOULDER SCREW, MFR: ONESUBSEA, PN: 2302607-01	ARE FW580018	KATMA/OLROV/GE NOVESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83328-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	VEE PIG RING, GREEN TWEED, MFR: ONESUBSEA, PN: 2748051-01	ARE FW580018	KATMA/OLROV/GE NOVESA				18		0	0	0	0
Deepwater Warehouse	Fieldwood	83329-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	3 SEAL, FOR USE IN 8.125" +/- .002 BORE, MFR: ONESUBSEA, PN: 273494-03-02	ARE FW580018	KATMA/OLROV/GE NOVESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83330-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	O-RING V1338-95 VITON O RING, SIZE 2-161, MFR: ONESUBSEA, PN: 2788847-02	ARE FW580018	KATMA/OLROV/GE NOVESA				9		0	0	0	0
Deepwater Warehouse	Fieldwood	83331-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	SEAL RING, 11.50 ID X 12.25 OD, MFR: ONESUBSEA, PN: 2708129	ARE FW580018	KATMA/OLROV/GE NOVESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83332-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	O-RING, SIZE AS-568-007, MFR: ONESUBSEA, PN: 702647-007-1	ARE FW580018	KATMA/OLROV/GE NOVESA				11		0	0	0	0
Deepwater Warehouse	Fieldwood	83333-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	O-RING, SIZE 1 X 1 3/16, MFR: ONESUBSEA, PN: 702645-12-01	ARE FW580018	KATMA/OLROV/GE NOVESA				25		0	0	0	0
Deepwater Warehouse	Fieldwood	83334-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	PLUG ADAPTER RING PIR 5.75" UPPER WL, MFR: ONESUBSEA, PN: 2736043-01	ARE FW580018	KATMA/OLROV/GE NOVESA				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83335-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	COUPLER SEAL KITS, MFR: ONESUBSEA	ARE FW580018	KATMA/OLROV/GE NOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83336-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	SEAL KIT, MFR: ONESUBSEA, PN: 2500869-13	ARE FW580018	KATMA/OLROV/GE NOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83337-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	KEY, T86 H8R RUNNING TOOL, G2 SPOOL, MFR: ONESUBSEA, PN: 2141681-01	ARE FW580018	KATMA/OLROV/GE NOVESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83338-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	SPLIT RING, CC SEAL, 15K CONTROL LINE STAB, MFR: ONESUBSEA, PN: 2247889-02		GUN/LINT				32		0	0	0	0
Deepwater Warehouse	Fieldwood	83338-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	SPLIT RING, CC SEAL, 15K CONTROL LINE STAB, MFR: ONESUBSEA, PN: 2247889-02	ARE FW580018	KATMA/OLROV/GE NOVESA				32		0	0	0	0
Deepwater Warehouse	Fieldwood	83339-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	STOP RING, CC SEAL, 15K CONTROL LINE STAB, MFR: ONESUBSEA, PN: 2253158-02		GUN/LINT				64		0	0	0	0
Deepwater Warehouse	Fieldwood	83340-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	RETAINER NUT, SHEAR PIN, ACTUATOR RING, ISOLATION SLEEVE, MFR: ONESUBSEA, PN: 2143470-02		GUN/LINT				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83340-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	RETAINER NUT, SHEAR PIN, ACTUATOR RING, ISOLATION SLEEVE, MFR: ONESUBSEA, PN: 2143470-02	ARE FW580018	KATMA/OLROV/GE NOVESA				10		0	0	0	0
Deepwater Warehouse	Fieldwood	83341-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	O-RING, SIZE AS-568-451, 10.975 ID X 2.75 W 900/MS-1078, MFR: ONESUBSEA, PN: 702645-45-11		GUN/LINT				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83341-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	O-RING, SIZE AS-568-451, 10.975 ID X 2.75 W 900/MS-1078, MFR: ONESUBSEA, PN: 702645-45-11	ARE FW580018	KATMA/OLROV/GE NOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83341-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	O-RING, SIZE AS-568-451, 10.975 ID X 2.75 W 900/MS-1078, MFR: ONESUBSEA, PN: 702645-45-11	ARE FW580018	KATMA/OLROV/GE NOVESA				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83342-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	O-RING, SPARE FOR WIRELINE TOOLS, MFR: ONESUBSEA, PN: 2359600-10	ARE FW580018	KATMA/OLROV/GE NOVESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83343-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	O-RING, SPARE FOR WIRELINE TOOLS, MFR: ONESUBSEA, PN: 2359600-14		GUN/LINT				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83343-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	O-RING, SPARE FOR WIRELINE TOOLS, MFR: ONESUBSEA, PN: 2359600-14	ARE FW580018	KATMA/OLROV/GE NOVESA				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83344-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	RETAINER RING, CC SEAL, 15K CONTROL LINE STAB, MFR: ONESUBSEA, PN: 2247895-02		GUN/LINT				32		0	0	0	0
Deepwater Warehouse	Fieldwood	83344-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	RETAINER RING, CC SEAL, 15K CONTROL LINE STAB, MFR: ONESUBSEA, PN: 2247895-02	ARE FW580018	KATMA/OLROV/GE NOVESA				32		0	0	0	0
Deepwater Warehouse	Fieldwood	83345-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	SEAL METAL END CAP, 17.080 IN SEAL BORE, DUAL ELASTOMER, 15K WP, MFR: ONESUBSEA, PN: 2289651-09		GUN/LINT				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83346-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	SEAL METAL END CAP, 13.190 IN SEAL BORE, DUAL, MFR: ONESUBSEA, PN: 2289651-05		GUN/LINT				3		0	0	0	0
Deepwater Warehouse	Fieldwood	83346-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	SEAL METAL END CAP, 13.190 IN SEAL BORE, DUAL, MFR: ONESUBSEA, PN: 2289651-05	ARE FW580018	KATMA/OLROV/GE NOVESA				5		0	0	0	0
Deepwater Warehouse	Fieldwood	83347-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	SUPPORT PLATE, SEAL GASKET W/ HYD T86 PREP, CLAMP/SEAL PLATE ASSY, MFR: ONESUBSEA, PN: 2095256-03	ARE FW580018	KATMA/OLROV/GE NOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83348-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	SUPPORT PLATE, SEAL GASKET W/ HYD T86 PREP, CLAMP/SEAL PLATE ASSY, MFR: ONESUBSEA, PN: 2095256-03	ARE FW580018	KATMA/OLROV/GE NOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83349-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	METAL SEAL, SLS (5.319 IN SEAL BORE) SECONDARY RITE BACKUP SEAL, TEMP CLASS, MFR: ONESUBSEA, PN: 2394981-02	ARE FW580018	KATMA/OLROV/GE NOVESA				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83350-A		DTN09776034561 (CLIMATE CONTROLLED) DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 2091059-06-01	ARE FW580018	KATMA/OLROV/GE NOVESA				1		0	0	0	0



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Deepwater Warehouse	Fieldwood	83350.A		TRAINING ROOM 1	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83351.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83352.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83353.A		DWW-YARD	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83354.C		DWW-YARD	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83355.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83356.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83357.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				3		0	0	0	0
Deepwater Warehouse	Fieldwood	83357.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				5		0	0	0	0
Deepwater Warehouse	Fieldwood	83358.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				12		0	0	0	0
Deepwater Warehouse	Fieldwood	83358.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83359.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83360.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83360.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				22		0	0	0	0
Deepwater Warehouse	Fieldwood	83361.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83362.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				105		0	0	0	0
Deepwater Warehouse	Fieldwood	83362.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				21		0	0	0	0
Deepwater Warehouse	Fieldwood	83363.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				8		0	0	0	0
Deepwater Warehouse	Fieldwood	83364.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				8		0	0	0	0
Deepwater Warehouse	Fieldwood	83365.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83365.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				23		0	0	0	0
Deepwater Warehouse	Fieldwood	83366.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83366.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83367.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83367.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83368.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				48		0	0	0	0
Deepwater Warehouse	Fieldwood	83369.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				1		0	0	0	0
Deepwater Warehouse	Fieldwood	83369.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83370.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				24		0	0	0	0
Deepwater Warehouse	Fieldwood	83370.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				92		0	0	0	0
Deepwater Warehouse	Fieldwood	83371.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83371.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				6		0	0	0	0
Deepwater Warehouse	Fieldwood	83372.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				48		0	0	0	0
Deepwater Warehouse	Fieldwood	83373.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				3		0	0	0	0
Deepwater Warehouse	Fieldwood	83373.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				4		0	0	0	0
Deepwater Warehouse	Fieldwood	83374.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				2		0	0	0	0
Deepwater Warehouse	Fieldwood	83375.A		DWW-YARD-C-VAN	SEAL BODY, MFR: ONESUBSEA, PN: 209105-06-01	ARE FW580018	KATMA/ORLOV/GE				4		0	0	0	0

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Deepwater Warehouse	Fieldwood	83376-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	O-RING, 139 W X 0.96 ID 90D NITRILE. MFR: ONESUBSEA, PN: 702645-1-11	ARE FW580018	KATMA/0RLOV/GE				24		0	0	0
Deepwater Warehouse	Fieldwood	83376-A		DDW-YARD-C-VAN TRAINING ROOM 1	O-RING, 139 W X 0.96 ID 90D NITRILE. MFR: ONESUBSEA, PN: 702645-1-11	ARE FW580018	KATMA/0RLOV/GE NOVESA				84		0	0	0
Deepwater Warehouse	Fieldwood	83377-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	BACK UP RING, SIZE 334.4-778 ID. MFR: ONESUBSEA, PN: 042000-03-51	ARE FW580018	KATMA/0RLOV/GE NOVESA				16		0	0	0
Deepwater Warehouse	Fieldwood	83378-A		DDW-YARD-C-VAN TRAINING ROOM 1	O-RING, SIZE AS-568-433, 5.4-75 ID. MFR: ONESUBSEA, PN: 702645-4-3-31	ARE FW580018	KATMA/0RLOV/GE NOVESA				2		0	0	0
Deepwater Warehouse	Fieldwood	83379-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	O-RING, 139 X 0.1-734 ID. 90D NITRILE. MFR: ONESUBSEA, PN: 702645-22-41	ARE FW580018	KATMA/0RLOV/GE NOVESA				3		0	0	0
Deepwater Warehouse	Fieldwood	83379-A		DDW-YARD-C-VAN TRAINING ROOM 1	O-RING, 139 X 0.1-734 ID. 90D NITRILE. MFR: ONESUBSEA, PN: 702645-22-41	ARE FW580018	KATMA/0RLOV/GE NOVESA				8		0	0	0
Deepwater Warehouse	Fieldwood	83380-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	SEA RING, 4.250 ID X 4.75 OD X .25. MFR: ONESUBSEA, PN: 2735008-01	ARE FW580018	KATMA/0RLOV/GE NOVESA				2		0	0	0
Deepwater Warehouse	Fieldwood	83381-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-238 3.484 ID. MFR: ONESUBSEA, PN: 702645-23-81	ARE FW580018	KATMA/0RLOV/GE NOVESA				2		0	0	0
Deepwater Warehouse	Fieldwood	83381-A		DDW-YARD-C-VAN TRAINING ROOM 1	O-RING, SIZE AS-568-238 3.484 ID. MFR: ONESUBSEA, PN: 702645-23-81	ARE FW580018	KATMA/0RLOV/GE NOVESA				2		0	0	0
Deepwater Warehouse	Fieldwood	83382-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-433 5.475 ID. MFR: ONESUBSEA, PN: 702645-4-3-31	ARE FW580018	KATMA/0RLOV/GE NOVESA				2		0	0	0
Deepwater Warehouse	Fieldwood	83383-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	O-RING, 275 W X 13.975 ID. 90D NITRILE. MFR: ONESUBSEA, PN: 702645-45-71	ARE FW580018	KATMA/0RLOV/GE NOVESA				1		0	0	0
Deepwater Warehouse	Fieldwood	83383-A		DDW-YARD-C-VAN TRAINING ROOM 1	O-RING, 275 W X 13.975 ID. 90D NITRILE. MFR: ONESUBSEA, PN: 702645-45-71	ARE FW580018	KATMA/0RLOV/GE NOVESA				3		0	0	0
Deepwater Warehouse	Fieldwood	83384-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	5/8 SEAL ASSEMBLY. MFR: ONESUBSEA, PN: 2230493-04	ARE FW580018	KATMA/0RLOV/GE NOVESA				2		0	0	0
Deepwater Warehouse	Fieldwood	83385-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-368 7.725 ID. MFR: ONESUBSEA, PN: 702645-36-85	ARE FW580018	KATMA/0RLOV/GE NOVESA				4		0	0	0
Deepwater Warehouse	Fieldwood	83385-A		DDW-YARD-C-VAN TRAINING ROOM 1	O-RING, SIZE AS-568-368 7.725 ID. MFR: ONESUBSEA, PN: 702645-36-85	ARE FW580018	KATMA/0RLOV/GE NOVESA				4		0	0	0
Deepwater Warehouse	Fieldwood	83386-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	MECHANICAL SPARKS, 4.375 SSR PLUG. MFR: ONESUBSEA, PN: 2166241-03	ARE FW580018	KATMA/0RLOV/GE NOVESA				5		0	0	0
Deepwater Warehouse	Fieldwood	83386-A		DDW-YARD-C-VAN TRAINING ROOM 1	MECHANICAL SPARKS, 4.375 SSR PLUG. MFR: ONESUBSEA, PN: 2166241-03	ARE FW580018	KATMA/0RLOV/GE NOVESA				7		0	0	0
Deepwater Warehouse	Fieldwood	83387-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	SUB ASSEMBLY. SHEAR PIN CARTRIDGE. MFR: ONESUBSEA, PN: 2141663-02	ARE FW580018	KATMA/0RLOV/GE NOVESA				4		0	0	0
Deepwater Warehouse	Fieldwood	83388-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	PLUG, PIPE 1/4" SST 18-8 V52008-00010501. MFR: ONESUBSEA, PN: 002504-09	ARE FW580018	KATMA/0RLOV/GE NOVESA				6		0	0	0
Deepwater Warehouse	Fieldwood	83388-A		DDW-YARD-C-VAN TRAINING ROOM 1	PLUG, PIPE 1/4" SST 18-8 V52008-00010501. MFR: ONESUBSEA, PN: 002504-09	ARE FW580018	KATMA/0RLOV/GE NOVESA				7		0	0	0
Deepwater Warehouse	Fieldwood	83389-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	CENTRE RING, 177 ML-2 METAL LIP SEAL. MFR: ONESUBSEA, PN: 2239715-01	ARE FW580018	KATMA/0RLOV/GE NOVESA				2		0	0	0
Deepwater Warehouse	Fieldwood	83390-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-459, 14.975 ID. MFR: ONESUBSEA, PN: 702645-45-91	ARE FW580018	KATMA/0RLOV/GE NOVESA				1		0	0	0
Deepwater Warehouse	Fieldwood	83391-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	O-RING, SIZE AS-568-462, 16.455 ID. MFR: ONESUBSEA, PN: 702645-46-21	ARE FW580018	KATMA/0RLOV/GE NOVESA				3		0	0	0
Deepwater Warehouse	Fieldwood	83391-A		DDW-YARD-C-VAN TRAINING ROOM 1	O-RING, SIZE AS-568-462, 16.455 ID. MFR: ONESUBSEA, PN: 702645-46-21	ARE FW580018	KATMA/0RLOV/GE NOVESA				4		0	0	0
Deepwater Warehouse	Fieldwood	83392-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	BACK UP RING, 5.75 SLS SEAL. MFR: ONESUBSEA, PN: 2213451-06	ARE FW580018	KATMA/0RLOV/GE NOVESA				8		0	0	0
Deepwater Warehouse	Fieldwood	83393-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	BACK UP RING, 5.25 SLS SEAL. MFR: ONESUBSEA, PN: 2213451-05	ARE FW580018	KATMA/0RLOV/GE NOVESA				8		0	0	0
Deepwater Warehouse	Fieldwood	83394-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	SEA SPACER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-19	ARE FW580018	KATMA/0RLOV/GE NOVESA				1		0	0	0
Deepwater Warehouse	Fieldwood	83395-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	SPACER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-18	ARE FW580018	KATMA/0RLOV/GE NOVESA				1		0	0	0
Deepwater Warehouse	Fieldwood	83396-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	SEA SPACER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-20	ARE FW580018	KATMA/0RLOV/GE NOVESA				1		0	0	0
Deepwater Warehouse	Fieldwood	83397-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	UPPER RETAINER RING, 5.25 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216806-18	ARE FW580018	KATMA/0RLOV/GE NOVESA				1		0	0	0
Deepwater Warehouse	Fieldwood	83398-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	RETAINER RING, FOR 5.284" NOM RH 2-SEAL. MFR: ONESUBSEA, PN: 2216806-10	ARE FW580018	KATMA/0RLOV/GE NOVESA				1		0	0	0
Deepwater Warehouse	Fieldwood	83399-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	STOP RING, FOR 5.319" NOM WP SEAL 2507. MFR: ONESUBSEA, PN: 2216808-10	ARE FW580018	KATMA/0RLOV/GE NOVESA				1		0	0	0
Deepwater Warehouse	Fieldwood	83400-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	SPACER RING, 5.75 WIRELINE PLUG. MFR: ONESUBSEA, PN: 2216808-21	ARE FW580018	KATMA/0RLOV/GE NOVESA				1		0	0	0
Deepwater Warehouse	Fieldwood	83401-A		DDW-YARD-C-VAN TTN09776-034561 (CLIMATE CONTROLLED)	SPLIT LOAD RING, FOR 5.184" NOM RLH-2. MFR: ONESUBSEA, PN: 2216807-13	ARE FW580018	KATMA/0RLOV/GE NOVESA				1		0	0	0

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Deepwater Warehouse	Feldwood	83402.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	UPPER LOAD RING, 5.75 WIRELINE PLUG, MFR: ONESUBSEA, PN: 2216807-35	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83403.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	SEAL SPACER RING, 5.75 SLS SEAL, WIRELINE, MFR: ONESUBSEA, PN: 2216808-22	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83404.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	UPPER RETAINER RING, 5.75 WIRELINE PLUG, MFR: ONESUBSEA, PN: 2216806-19	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83405.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	O-RING, SIZE AS 508-439, 14.975 ID, MFR: ONESUBSEA, PN: 702645-46-91	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83406.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	METAL SEAL RING FOR 5.75" SSR, MFR: ONESUBSEA, PN: 2748056-01	ARE FW580018				3		0	0		0
Deepwater Warehouse	Feldwood	83407.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	INSTALLATION TOOL, WP & RLH-2 SEALS, MFR: ONESUBSEA, PN: 2326554-01	ARE FW580018				2		0	0		0
Deepwater Warehouse	Feldwood	83408.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	PNEUMATIC TOOL ASSEMBLY, MFR: ONESUBSEA, PN: 0307929	ARE FW580018				2		0	0		0
Deepwater Warehouse	Feldwood	83409.B		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	BLACK FELICAN CASE CONTAINING HOSES, FITTINGS, AND VALVES (SOME USED)	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83410.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	INSTALLATION TOOL, WP & RLH-3 SEALS, MFR: ONESUBSEA, PN: 2326555-01	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83411.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	PACKING O-RING, MFR: ONESUBSEA, PN: 2748750-01	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83411.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	PACKING O-RING, MFR: ONESUBSEA, PN: 2748750-01	ARE FW580018				5		0	0		0
Deepwater Warehouse	Feldwood	83412.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	PLUG MTM SEAL, 4.375 ID, 105, MFR: ONESUBSEA, PN: 451114480	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83413.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	O-RING, MFR: ONESUBSEA, PN: HYPO-103	ARE FW580018				6		0	0		0
Deepwater Warehouse	Feldwood	83414.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	MT, DHG PLUG, MFR: TELDYNE, PN: 2250977-02	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83415.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	MT, DHG PLUG, MFR: TELDYNE, PN: 2250977-03	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83416.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	O-RING, 210 W X 16.95 ID 90D NITRILE, MFR: ONESUBSEA, PN: 702645-38-61	ARE FW580018				3		0	0		0
Deepwater Warehouse	Feldwood	83417.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 17.832 NOM BORE, MFR: CAMERON, PN: 2289664-04	ARE FW580018				4		0	0		0
Deepwater Warehouse	Feldwood	83418.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 17.656 NOM BORE, MFR: CAMERON, PN: 2289664-03	ARE FW580018				44		0	0		0
Deepwater Warehouse	Feldwood	83419.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 14.250 NOM BORE, MFR: CAMERON, PN: 2289664-05-05	ARE FW580018				4		0	0		0
Deepwater Warehouse	Feldwood	83420.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	METAL END CAP SEAL, MFR: CAMERON, PN: 684664-37	ARE FW580018				3		0	0		0
Deepwater Warehouse	Feldwood	83421.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	METAL END CAP SEAL, MFR: CAMERON, PN: 605894-29	ARE FW580018				2		0	0		0
Deepwater Warehouse	Feldwood	83422.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	SEAL REDRESS KIT, TUBING HANGER, 15K (INCLUDES BOX WITH 17 ITEMS, 2 SEAL BODIES, AND 3 METAL END CAP SEALS), 6 ITEMS TOTAL, MFR: ONESUBSEA, PN: 2244562-15	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83423.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	SEAL RING, 10.000 ID X 10.750 OD, MFR: ONESUBSEA, PN: 709770	ARE FW580018				4		0	0		0
Deepwater Warehouse	Feldwood	83424.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 14.400 NOM. BORE, MFR: CAMERON, PN: 2389664-02	ARE FW580018				5		0	0		0
Deepwater Warehouse	Feldwood	83425.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	MOLD DETAIL, METAL END CAP SEAL WITH OD, MFR: CAMERON, PN: 2243660-02	ARE FW580018				4		0	0		0
Deepwater Warehouse	Feldwood	83426.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 17.656", MFR: CAMERON, PN: 647438-16-01	ARE FW580018				7		0	0		0
Deepwater Warehouse	Feldwood	83427.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 14.490", MFR: CAMERON, PN: 647438-17-01	ARE FW580018				4		0	0		0
Deepwater Warehouse	Feldwood	83428.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	SEAL, MFR: ONESUBSEA, PN: 714148	ARE FW580018				4		0	0		0
Deepwater Warehouse	Feldwood	83429.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	SEAL, MFR: ONESUBSEA, PN: 714129	ARE FW580018				6		0	0		0
Deepwater Warehouse	Feldwood	83430.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	METAL END CAP SEAL, 14.250", MFR: CAMERON, PN: 647438-18-01	ARE FW580018				5		0	0		0
Deepwater Warehouse	Feldwood	83431.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	O-RING, MFR: ONESUBSEA, PN: 702645-37-21	ARE FW580018				5		0	0		0
Deepwater Warehouse	Feldwood	83432.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	SCREW, MFR: ONESUBSEA, PN: 713040	ARE FW580018				16		0	0		0
Deepwater Warehouse	Feldwood	83433.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	SCREW, MFR: ONESUBSEA, PN: 262393-03	ARE FW580018				1		0	0		0
Deepwater Warehouse	Feldwood	83434.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	O-RING, 2.75 W X 15.475 ID, 90D NITRILE, MFR: ONESUBSEA, PN: 702645-46-01	ARE FW580018				6		0	0		0
Deepwater Warehouse	Feldwood	83435.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	ASSEMBLY, CONTROL RECEPTACLE, 15K, MFR: ONESUBSEA, PN: 2141634-13	ARE FW580018				2		0	0		0
Deepwater Warehouse	Feldwood	83436.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	O-RING, 27.9W X 07.725 ID 90D NITRILE, MFR: ONESUBSEA, PN: 702645-44-41	ARE FW580018				2		0	0		0
Deepwater Warehouse	Feldwood	83437.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	O-RING FOR 4.375" DIA PLUG EROSION, MFR: ONESUBSEA, PN: 2748751-01	ARE FW580018				4		0	0		0
Deepwater Warehouse	Feldwood	83438.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	VEE PACKING RING F/ 4.767" DIA PLUG, MFR: ONESUBSEA, PN: 2748215-01	ARE FW580018				25		0	0		0
Deepwater Warehouse	Feldwood	83439.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	VEE PACKING RING, 4.375", 10K ONLY, MFR: ONESUBSEA, PN: 2748807-01	ARE FW580018				22		0	0		0
Deepwater Warehouse	Feldwood	83440.A		DWW-YARD-C-VAN	TTN09776034561 (CLIMATE CONTROLLED)	SILVER COATED METAL SEAL RING, MFR: ONESUBSEA, PN: 2748206-01	ARE FW580018				3		0	0		0

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Deepwater Warehouse	Feldwood	83483-A		TRAINING ROOM 1	SEAL CAP VERT PLUG HYDRAULIC STAB. MFR: ONESUBSEA, PN: 2142681-01	A/E FW580018	KATMA/ORLOV/GE				5		0	0	0	
Deepwater Warehouse	Feldwood	83484-A		TRAINING ROOM 1	RUBBER/SPRING SEAL EXTERNAL. MFR: ONESUBSEA, PN: 278805-02-01	A/E FW580018	KATMA/ORLOV/GE				2		0	0	0	
Deepwater Warehouse	Feldwood	83485-A		TRAINING ROOM 1	G2 G3 HYD DTAB SPACER. MFR: ONESUBSEA, PN: 2142381-02	A/E FW580018	NOYESA				38		0	0	0	
Deepwater Warehouse	Feldwood	83486-A		TRAINING ROOM 1	SLIDE PIN, .893-1.002. MFR: ONESUBSEA, PN: 2142376-01	A/E FW580018	NOYESA				16		0	0	0	
Deepwater Warehouse	Feldwood	83487-A		TRAINING ROOM 1	HYDR SEAL CARRIER BLIND PLUG. MFR: ONESUBSEA, PN: 2704208	A/E FW580018	NOYESA				8		0	0	0	
Deepwater Warehouse	Feldwood	83488-A		TRAINING ROOM 1	HYDR VERTICAL PLUG. MFR: ONESUBSEA, PN: 2156380-01	A/E FW580018	KATMA/ORLOV/GE				2		0	0	0	
Deepwater Warehouse	Feldwood	83489-A		TRAINING ROOM 1	HYDR O-RING, SIZE AS-508-455, 1.975 ID. MFR: ONESUBSEA, PN: 702647-45-51	A/E FW580018	NOYESA				5		0	0	0	
Deepwater Warehouse	Feldwood	83490-A		TRAINING ROOM 1	O-RING, .275W X 1.475 ID WISS/MS-1008. MFR: ONESUBSEA, PN: 702647-45-41	A/E FW580018	NOYESA				6		0	0	0	
Deepwater Warehouse	Feldwood	83491-A		TRAINING ROOM 1	ISOLATION SLEEVE O-RING, 5.25. MFR: ONESUBSEA, PN: 2748113-01	A/E FW580018	NOYESA				4		0	0	0	
Deepwater Warehouse	Feldwood	83492-A		TRAINING ROOM 1	SCB 0.250 X 0.625 SST OUP PT SET. MFR: ONESUBSEA, PN: 702515-17-20-30	A/E FW580018	KATMA/ORLOV/GE				4		0	0	0	
Deepwater Warehouse	Feldwood	83493-A		TRAINING ROOM 1	VEE PACKING RING, 5.25. MFR: ONESUBSEA, PN: 2736939-03	A/E FW580018	KATMA/ORLOV/GE				8		0	0	0	
Deepwater Warehouse	Feldwood	83494-A		TRAINING ROOM 1	SSE SEAL. MFR: ONESUBSEA, PN: 2748983-01	A/E FW580018	NOYESA				12		0	0	0	
Deepwater Warehouse	Feldwood	83495-A		TRAINING ROOM 1	STANDARD SPHERICAL GASKET, DMG 71.25. MFR: ONESUBSEA, PN: 2398316-01	A/E FW580018	NOYESA				1		0	0	0	
Deepwater Warehouse	Feldwood	83496-A		TRAINING ROOM 1	SEAL KIT. MFR: NATIONAL COUPLER, PN: TO-4-8-28-SK	A/E FW580018	KATMA/ORLOV/GE				19		0	0	0	
Deepwater Warehouse	Feldwood	83497-A		TRAINING ROOM 1	NAT. COUPLER SEAL KIT. MFR: ONESUBSEA, PN: 2737462-02	A/E FW580018	NOYESA				30		0	0	0	
Deepwater Warehouse	Feldwood	83498-A		TRAINING ROOM 1	O-RING KIT. MFR: ONESUBSEA, PN: 042000-03-67	A/E FW580018	NOYESA				6		0	0	0	
Deepwater Warehouse	Feldwood	83499-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-45-51	A/E FW580018	NOYESA				9		0	0	0	
Deepwater Warehouse	Feldwood	83500-A		TRAINING ROOM 1	PACKING, VARIOUS T90. MFR: ONESUBSEA, PN: 403232-12-51-03	A/E FW580018	NOYESA				4		0	0	0	
Deepwater Warehouse	Feldwood	83501-A		MW-AREA1	PALETTE SECTION OF TEST PIPE UNCOATED	A/E FW203021	KATMA				1		0	0	0	
Deepwater Warehouse	Feldwood	83502-A		MW-AREA1	CVC ID COLLET PLUG, PN: COM-0000031109	A/E FW203021	KATMA				2		0	0	0	
Deepwater Warehouse	Feldwood	83503-A		MW-AREA1	GRIPPER FLANGE SEAL ASSEMBLY, PN: COM-0000031108	A/E FW203021	KATMA				2		0	0	0	
Deepwater Warehouse	Feldwood	83504-A		MW-AREA1	HYDRAULIC FITTINGS, PN: 500032-32	A/E FW203021	KATMA				2		0	0	0	
Deepwater Warehouse	Feldwood	83505-A		MW-AREA1	HYDRAULIC FITTINGS, PN: 540416-16	A/E FW203021	KATMA				2		0	0	0	
Deepwater Warehouse	Feldwood	83506-A		MW-AREA1	HYDRAULIC FITTINGS, PN: 540632-16	A/E FW203021	KATMA				2		0	0	0	
Deepwater Warehouse	Feldwood	83507-A		MW-AREA1	SPARES (QTY: 6-75 VITON - SIZE 446, QTY: 4 - WAVE SPRING, QTY: 7 - 24IN50, 5" X 1/2" STEM ALUM. EXP. PLUG.	A/E FW203021	KATMA				1		0	0	0	
Deepwater Warehouse	Feldwood	83508-A		MW-AREA1	5" X 1/2" STEM ALUM. EXP. PLUG.	A/E FW203021	KATMA				9		0	0	0	
Deepwater Warehouse	Feldwood	83509-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 718044	A/E FW580018	NOYESA				103		0	0	0	
Deepwater Warehouse	Feldwood	83510-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 2707402-01	A/E FW580018	NOYESA				30		0	0	0	
Deepwater Warehouse	Feldwood	83511-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 042000-00-18	A/E FW580018	NOYESA				6		0	0	0	
Deepwater Warehouse	Feldwood	83512-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 042000-02-77	A/E FW580018	KATMA/ORLOV/GE				6		0	0	0	
Deepwater Warehouse	Feldwood	83513-A		TRAINING ROOM 1	O-RING, .378, 220 COMPOUND. MFR: ONESUBSEA, PN: 2749478-01	A/E FW580018	NOYESA				1		0	0	0	
Deepwater Warehouse	Feldwood	83514-A		TRAINING ROOM 1	O-RING, 3/4 X 1 X 1/8. MFR: ONESUBSEA, PN: 702645-21-01	A/E FW580018	NOYESA				3		0	0	0	
Deepwater Warehouse	Feldwood	83515-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 41006-0002-32	A/E FW580018	NOYESA				25		0	0	0	
Deepwater Warehouse	Feldwood	83516-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 631486-06	A/E FW580018	NOYESA				8		0	0	0	
Deepwater Warehouse	Feldwood	83517-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-38-01	A/E FW580018	NOYESA				1		0	0	0	
Deepwater Warehouse	Feldwood	83518-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-36-32	A/E FW580018	NOYESA				16		0	0	0	
Deepwater Warehouse	Feldwood	83519-A		TRAINING ROOM 1	PAK RING TEFLO. MFR: ONESUBSEA, PN: 631486-06	A/E FW580018	NOYESA				2		0	0	0	
Deepwater Warehouse	Feldwood	83520-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702640-44-11	A/E FW580018	KATMA/ORLOV/GE				1		0	0	0	
Deepwater Warehouse	Feldwood	83521-A		TRAINING ROOM 1	5 SEAL, 6 1/4" NOM. MFR: ONESUBSEA, PN: 041259-17-01-13	A/E FW580018	NOYESA				13		0	0	0	
Deepwater Warehouse	Feldwood	83522-A		TRAINING ROOM 1	5 SEAL RING, 6" NOM OD. MFR: ONESUBSEA, PN: 124895-12-05-23	A/E FW580018	NOYESA				20		0	0	0	
Deepwater Warehouse	Feldwood	83523-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-01-11	A/E FW580018	NOYESA				1		0	0	0	
Deepwater Warehouse	Feldwood	83524-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702645-21-61	A/E FW580018	NOYESA				4		0	0	0	
Deepwater Warehouse	Feldwood	83525-A		TRAINING ROOM 1	O-RING. MFR: ONESUBSEA, PN: 702640-35-41	A/E FW580018	NOYESA				7		0	0	0	
Deepwater Warehouse	Feldwood	83526-A		TRAINING ROOM 1	ASSY/IPC DUAL PSUDUAL DIO32 W/ 5MCM56	A/E FW580018	FELWOOD - BIGBEND	EA			1		0	0	0	
Aker - Mobile	Aker Solutions	10339579	298203-2	A712 Rack A Sec 7	MT. ESD SIMULATOR	A/E FW580018	FELWOOD - BIGBEND	EA			1		0	0	0	
Aker - Mobile	Aker Solutions	10336989	31779-1	A712 Rack A Sec 7	MT. ESD SIMULATOR	A/E FW580018	FELWOOD - BIGBEND	EA			1		0	0	0	
Aker - Mobile	Aker Solutions	10358430	4500776661-10-2	A712 Rack A Sec 7	CAGE TRANSPORT, 1500	A/E FW580018	Non-project specific	EA			1		0	0	0	
Aker - Mobile	Aker Solutions	10358430	4500776661-10-2	A712 Rack A Sec 7	SEAL KIT, NCC, RS-8-B-PK2-CS10-M5-SK	A/E FW580018	Non-project specific	EA			20		0	0	0	
Aker - Mobile	Aker Solutions	1035325	A712	A712	SEAL KIT, NCC, RS-8-B-PK2-CS10-M5-SK	A/E FW580018	Non-project specific	EA			48		0	0	0	
Aker - Mobile	Aker Solutions	1035325	A712	A712	SEAL KIT, NCC, RS-8-B-PK2-CS10-M5-SK	A/E FW580018	Non-project specific	EA			36		0	0	0	
Aker - Mobile	Aker Solutions	1035325	A712	A712	SEAL KIT, NCC, RS-8-B-PK2-CS10-M5-SK	A/E FW580018	Non-project specific	EA			60		0	0	0	
Aker - Mobile	Aker Solutions	1035325	A712	A712	TOOL KIT, NCC, RS-8-B-PK2-CS10-M5-SK	A/E FW580018	Non-project specific	EA			2		0	0	0	
Aker - Mobile	Aker Solutions	1035326	A712	A712	TOOL KIT, NCC, RS-8-B-PK2-CS10-M5-SK	A/E FW580018	Non-project specific	EA			2		0	0	0	
Aker - Mobile	Aker Solutions	BB15-000663-02	281788-2	A718 Rack A Sec 7	COUPLER, HYD, MALE, 2.50, 100PSI, 1/2 FNPT A	A/E FW580018	Non-project specific	EA			1		0	0	0	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Aker - Mobile	Aker Solutions	BB13-000716-18	140179/MS001	A718 Rack A Sec 7	ION TOPSIDE 1200 DUAL CHANNEL ELECTRICA		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310259-1	A718 Rack A Sec 7	Coupling, 1/2" UO,Male, 15KSI, 9/16 MP		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310259-2	A718 Rack A Sec 7	Coupling, 1/2" UO,Male, 15KSI, 9/16 MP		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310259-3	A718 Rack A Sec 7	Coupling, 1/2" UO,Male, 15KSI, 9/16 MP		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310259-4	A718 Rack A Sec 7	Coupling, 1/2" UO,Male, 15KSI, 9/16 MP		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310259-5	A718 Rack A Sec 7	Coupling, 1/2" UO,Male, 15KSI, 9/16 MP		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310259-6	A718 Rack A Sec 7	Coupling, 1/2" UO,Male, 15KSI, 9/16 MP		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310259-7	A718 Rack A Sec 7	Coupling, 1/2" UO,Male, 15KSI, 9/16 MP		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10063176	310259-8	A718 Rack A Sec 7	Coupling, 1/2" UO,Male, 15KSI, 9/16 MP		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10349064	103446-34	A718 Rack A Sec 7	TEST CONNECTOR, DIVER MATE CE PLUG		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10349064	103446-35	A718 Rack A Sec 7	TEST CONNECTOR, DIVER MATE CE PLUG		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	1038751	SIM-13-11-12126	A718 Rack A Sec 7	SIMULATOR, ACOUSTIC PIG DETECTOR		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	1039475	SIM-13-11-12127	A718 Rack A Sec 7	SIMULATOR, ACOUSTIC SAND DETECTOR		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB14-000480-12	2058-SN-030	A718 Rack A Sec 7	ION TOPSIDE EXTENDED 1200 MODERN MODULE		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000680-81	1016399-42	A718 Rack A Sec 7	CONN-ELECT, ROV MATEABLE, RECEPT, 4		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000680-81	1016399-43	A718 Rack A Sec 7	CONN-ELECT, ROV MATEABLE, RECEPT, 4		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10344574	FMS19069RNZ	A718 Rack A Sec 7	CONVERTOR, ETHERNET & OPTICAL, RGD		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10386368	1504389	A718 Rack A Sec 7	COMPUTER PART, JU KEYBOARD/LEPTOP MONITO		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000312-06	1111503985/BF	A718 Rack A Sec 7	POWER SUPPLY TYPE SEMILOS, MAINS 90-240V		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10346629	6099	A718 Rack A Sec 7	AUXILIARY CONNECTION UNIT (ACU)		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB14-000049-01	TSLC12106-SN-001	A718 Rack A Sec 7	MODERN SWITCH MODULE ASSY		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10341616	333070001	A718 Rack A Sec 7	CABLE ASSY, 8W CANNON P1012W CONN 7, 6'		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10340031	333699001	A718 Rack A Sec 7	CABLE ASSY, 12W CANNON P-12W CANNON 8,25'		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10341291	1030262-2	A718 Rack A Sec 7	CABLE ASSY, 6W ROV PLUG - 8W CANNON REPT		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10341290	1030261-2	A718 Rack A Sec 7	CABLE ASSY, 4W ROV REPT - 12W CANNON PLUG		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10322161	1079132-6	A718 Rack A Sec 7	CABLE ASSY, 4 WAY ROV PLUG - CANNON CONN		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10322024	1079130-8	A718 Rack A Sec 7	CABLE ASSY, 8WAY CANNON PLUG-CANNON REPT		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10341279	1030260-2	A718 Rack A Sec 7	CABLE ASSY, 8W ROV REPT - 12W CANNON PLUG		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:11	A718 Rack A Sec 7	COUPLER PART, HYDRGUIDE 0.2500R, 500 FA		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:18	A718 Rack A Sec 7	COUPLER PART, HYDRGUIDE 0.2500R, 500 FA		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:40	A718 Rack A Sec 7	COUPLER PART, HYDRGUIDE 0.2500R, 500 FA		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:28	A718 Rack A Sec 7	COUPLER PART, HYDRGUIDE 0.2500R, 500 FA		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:16	A718 Rack A Sec 7	COUPLER PART, HYDRGUIDE 0.2500R, 500 FA		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:25	A718 Rack A Sec 7	COUPLER PART, HYDRGUIDE 0.2500R, 500 FA		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:32	A718 Rack A Sec 7	COUPLER PART, HYDRGUIDE 0.2500R, 500 FA		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-000163-64	294477:30	A718 Rack A Sec 7	COUPLER PART, HYDRGUIDE 0.2500R, 500 FA		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10323780	312376-1	AWN1 Awning 1	ASSY, SCM TEST STAND, NOBLE		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB11-000182-14	4500643069-10-1	F001 Floor Area Sec1	SHIPPING FRAME ASSY, CONTROL MODULE		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB11-000182-14	69038/03-001	F004 Floor Area Sec4	SHIPPING FRAME ASSY, CONTROL MODULE		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10357558	218637-1	F004 Floor Area Sec4	SCM ASSY, 22 HYDR, 4 ELEC, 4 ROV CONNS		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	BB14-000735-65	SN000156	F006 Floor Area Sec6	CSL ASSY, MCS, TWO CABINET NOBLE ENERGY		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10323709	19-10-3308-DM	F007 Floor Area Sec7	ACOUSTIC SAND DETECTOR FUNNEL, 5.56" OD		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10339579	306108-1	G206 Rack G Sec 2	ASSY, IFC, DUAL PSU/DUAL DIG32 W/ SMCMS6		FELDWOOD--	EA			1			0		
Aker - Mobile	Aker Solutions	10358430	4500861523-10-001	G206 Rack G Sec 2	CASE, TRANSPORT, 1630		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	10358430	4233351-1	G206 Rack G Sec 2	CASE, TRANSPORT, 1630		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB15-061245-04	10357810	J003 Rack J Sec 00	BAKER HUGHES PQ HARVEST DHFP SUBSEA I/F		Non-project specific	EA			1			0		
Aker - Mobile	Aker Solutions	BB11-000716-49	69397/03-001	J103 Rack J Sec 1	TEST EDPY ASSY, TEST SET WINDOWS BASED SE		FELDWOOD--	EA			1			0		



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Aker - Mobile	Aker Solutions	10056594	138753-1	J103 Rack J Sec 1	TEST EQUIP ASSY, TEST SET, 9000 BAUD RATE		Non-project specific	EA			1			0	
Aker - Mobile	Aker Solutions	8815-000731-05	1HTV412472	J103 Rack J Sec 1	COMPUTER LAPTOP PANASONIC TOUGHBOOK		FELDWOOD - RAYON	EA			1			0	
Aker - Mobile	Aker Solutions	8814-000748-78	001565-0020A	J103 Rack J Sec 1	MCS EQUIP ASSY, SUBSEA ELECT POWER UNIT 3		SWORDFISH	EA			1			0	
Aker - Mobile	Aker Solutions	8814-000748-78	002771-0001A	J103 Rack J Sec 1	MCS EQUIP ASSY, SUBSEA ELECT POWER UNIT 3		Non-project specific	EA			1			0	
Aker - Mobile	Aker Solutions	10387605	300189-1	J103 Rack J Sec 1	RACK, SEPA, 120/208/240, 600-1200, 2.5 KVA		FELDWOOD - BIGEND	EA			1			0	
Aker - Mobile	Aker Solutions	8815-000095-37	1007794-22	J103 Rack J Sec 1	CONN, ELECT, FLYING TEST, RCPT, 8-WAY, W		FELDWOOD - BIGEND	EA			1			0	
Aker - Mobile	Aker Solutions	10236194	301488-1	J103 Rack J Sec 1	RACK, SEPA, 120/208/240, 300-600, 2.5 KVA		BIEREND	EA			1			0	
Aker - Mobile	Aker Solutions	10233298	22560-02.001	J103 Rack J Sec 1	SMU, AUTOT, DIGITAL PRESS/TEMP, RDAR		FELDWOOD - BIGEND	EA			1			0	
Aker - Mobile	Aker Solutions	10309723	8142	J103 J103	ONLINE CONTROL & CONNECTION PANEL, MCS		FELDWOOD - BIGEND	EA			1			0	
Aker - Mobile	Aker Solutions	10323704	310899-1	J501 J501	TEST EQUIP ASSY, PETU, 1200 BAUD 2 d 2		FELDWOOD - BIGEND	EA			1			0	
Aker - Mobile	Aker Solutions	10232781	313398-1	K031 Rack K Sec 2	ASSY, DUMMY SCM TEST & FLUSH PLATE		FELDWOOD - BIGEND	EA			1			0	
Aker - Mobile	Aker Solutions	10238674	143604-1	K032 Rack K Sec 2	SUBSEA CONTROL MODULE-MARATHON QZONIA		FELDWOOD - DANTZLER	EA			1			0	
Aker - Mobile	Aker Solutions	8811-000117-70	74482/04-001	K033 Rack K Sec 2	POD ASY ELEC/HYD MARINERSWORDFISH		FELDWOOD - SWORDFISH	EA			1			0	
Aker - Mobile	Aker Solutions	8811-000117-70	69035/03-001	K034 Rack K Sec 2	POD ASY ELEC/HYD MARINERSWORDFISH		FELDWOOD - SWORDFISH	EA			1			0	
Aker - Mobile	Aker Solutions	8811-000117-89	76956/05-001	K035 Rack K Sec 2	SCW ASSY ELEC/HYD/K (21) SOLENOID VLV5,J6		FELDWOOD - LOREN	EA			1			0	
Aker - Mobile	Aker Solutions	10094781	4009455/07-001	K036 Rack K Sec 2	SCW ASSY, 21 HYDR, 5 ELEC, 4 ROV CONNS		FELDWOOD - DANTZLER	EA			1			0	
Aker - Mobile	Aker Solutions	8815-000731-05	9ICSA61484	MQ01 Mobile Rack QRT	COMPUTER LAPTOP-PANASONIC TOUGHBOOK		Non-project specific	EA			1			0	
Aker - Mobile	Aker Solutions	8815-000782-48	45005164-08-0030	NTFD Not Found	COMPUTER PART, 7.756-P672 CONTROL LOGX P/		Non-project specific	EA			1			0	
Aker - Mobile	Aker Solutions	8815-000782-52	45007447-03-0010	NTFD Not Found	COMPUTER PART, 7.756-P672 ANLG INPRT 8 CH		Non-project specific	EA			1			0	
Aker - Mobile	Aker Solutions	10284242	450058952-0020	NTFD Not Found	PORT SERVER, DIGI TS16 MEI INTERNATIONAL		FELDWOOD - LOREN	EA			1			0	
Aker - Mobile	Aker Solutions	8815-000731-77	5000939-002	R0D3 Received	COMPUTER, SYSTEL RACKMOUNT IPC, MCS		FELDWOOD - RAYON	EA			1			0	
Aker - Mobile	Aker Solutions	8815-000731-05	1KTYM41555	TB03 Test Bay 03	COMPUTER LAPTOP-PANASONIC TOUGHBOOK		FELDWOOD - BIGEND	EA			1			0	
Aker - Mobile	Aker Solutions	8811-000182-14	4500643069-10-2	YD16 Yard 1 Sec 6	SHIPPING FRAME ASSY, CONTROL MODULE			EA			1			0	
Aker - Houston	Arctic Pipe	18137-G	USSC-13-0751	Rack No. D014 (C)	7.5/8" C-TEK SS- 145 ksi 95K, assembled with oap joints			EA	NEW	27,972.48	7	291.38		0	
Aker - Houston	Arctic Pipe	19139-G		Rack No. D009 (C)	16" DALLMINE Q-125 CASING, 96.00W, HYD 511 THREAD			EA	NEW	3,805.45	1	40.70		0	
Aker - Houston	Arctic Pipe	19421-H		Rack No. D014 (C)	16" DALLMINE P-110 CASING, 93.50W, HYD 521 THREAD			EA	NEW	20,666.88	5	215.28		0	
Aker - Houston	Arctic Pipe	23294-E		Rack No. G04 (C)	16" TENARS Q-125 CASING, 96.00W, HYD 511 THREAD			EA	USED	4,030.08	1	41.98		0	
Aker - Houston	Arctic Pipe	23294-E		Rack No. G04 (C)	16" TENARS Q-125 CASING, 96.00W, HYD 511 THREAD			EA	USED	4,121.28	1	42.93		0	
Aker - Houston	Arctic Pipe	25037-H		Rack No. A06 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	NEW	14,644.92	2	147.82		0	
Aker - Houston	Arctic Pipe	25037-H		Rack No. A06 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	NEW	14,644.92	2	147.82		0	
Aker - Houston	Arctic Pipe	25037-H		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	NEW	2,903.59	1	40.44		0	
Aker - Houston	Arctic Pipe	25037-H		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	NEW	5,554.45	2	77.36		0	
Aker - Houston	Arctic Pipe	25166-C		Rack No. CROA (C)	17 7/8" TENARIS P-110 PUP JOINTS, 93.50W, HYD 521 THREAD			EA	NEW	1,870.00	2	40.00		0	
Aker - Houston	Arctic Pipe	25166-C		Rack No. CROA (C)	17 7/8" TENARIS P-110 PUP JOINTS, 93.50W, HYD 521 THREAD			EA	NEW	1,870.00	2	40.00		0	
Aker - Houston	Arctic Pipe	25256		Rack No. K05 (C)	13 5/8" TAMSA Q-125 HC X-OVER, 88.20W, HYD 523 DPLS THREAD			EA	NEW	1,852.20	1	21.00		0	
Aker - Houston	Arctic Pipe	25282-B		Rack No. B07 (C)	16" DALLMINE Q-125 CASING, 96.00W, HYD 511 THREAD			EA	NEW	3,993.60	1	41.60		0	
Aker - Houston	Arctic Pipe	27922-E		Rack No. G04 (C)	16" DALLMINE Q-125 CASING, 96.00W, HYD 511 THREAD			EA	NEW	4,199.04	1	48.74		0	
Aker - Houston	Arctic Pipe	27922-E		Rack No. A07 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80W, HYD 523 DPLS THREAD			EA	NEW	5,976.63	2	89.24		0	
Aker - Houston	Arctic Pipe	27922-E		Rack No. A07 (C)	11 7/8" TENARIS TN-125 HC CASING, 71.80W, HYD 523 DPLS THREAD			EA	NEW	20,620.96	7	287.20		0	
Aker - Houston	Arctic Pipe	27923-H		Rack No. D25 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80W, TSH 523 DPLS THREAD			EA	NEW	5,115.06	2	81.45		0	
Aker - Houston	Arctic Pipe	27923-H		Rack No. G16 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80W, TSH 523 DPLS THREAD			EA	NEW	2,527.07	1	40.24		0	
Aker - Houston	Arctic Pipe	28300-B		Rack No. B105 (C)	9 7/8" TENARIS TN10CR35 CASING, 62.80W, TSH 523 DPLS THREAD			EA	NEW	10,047.20	39	1,599.00		0	
Aker - Houston	Arctic Pipe	29030-B		Rack No. G04 (C)	16" DALLMINE Q-125 CASING, 96.00W, HYD 511 THREAD			EA	USED	8,457.60	2	88.10		0	
Aker - Houston	Arctic Pipe	29102-C		Rack No. G04 (C)	16" U.S. STEEL Q-125 CASING, 96.00W, HYD 511 THREAD			EA	NEW	4,107.84	1	42.79		0	
Aker - Houston	Arctic Pipe	29308		Rack No. H05 (C)	17 7/8" TENARIS P-110 CASING, 93.50W, HYD 521 THREAD			EA	NEW	3,097.70	73	3.097.70		0	
Aker - Houston	Arctic Pipe	29344-D		Rack No. H05 (C)	10 3/4" TENARIS P-110 CASING, 93.50W, HYD 521 THREAD			EA	NEW	0.00	2	0.00		0	
Aker - Houston	Arctic Pipe	29345-C		Rack No. N00 (C)	14" TENARIS TN-125 HC PUP JOINTS, 114.00W, TSH 523 DPLS THREAD			EA	NEW	2,280.00	1	20.00		0	
Aker - Houston	Arctic Pipe	29346		Rack No. D07 (C)	13 5/8" UNKNOWN MFG TN-125 HC PUP JOINTS, 88.20W, TSH 523 DPLS THREAD			EA	NEW	7,056.00	4	80.00		0	
Aker - Houston	Arctic Pipe	29768-B		Rack No. A07 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20W, MAC II DPLS THREAD			EA	NEW	3,001.20	1	41.00		0	
Aker - Houston	Arctic Pipe	29768-B		Rack No. A07 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20W, MAC II DPLS THREAD			EA	NEW	3,001.20	1	41.00		0	
Aker - Houston	Arctic Pipe	29815-E		Rack No. A08 (C)	10 3/4" TENARIS TN-125 HC CASING, 73.20W, MAC II DPLS THREAD			EA	NEW	8,458.45	27	114.74		0	
Aker - Houston	Arctic Pipe	29815-E		Rack No. A08 (C)	10 3/4" TENARIS TN-125 HC CASING, 73.20W, MAC II DPLS THREAD			EA	NEW	43,249.49	14	590.84		0	
Aker - Houston	Arctic Pipe	29815-E		Rack No. B008 (C)	10 3/4" TENARIS TN-125 HC CASING, 73.20W, MAC II DPLS THREAD			EA	NEW	34,264.20	11	468.09		0	
Aker - Houston	Arctic Pipe	29816-C		Rack No. D25 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80W, TSH 523 DPLS THREAD			EA	NEW	2,385.14	1	37.98		0	
Aker - Houston	Arctic Pipe	29816-E		Rack No. F08 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80W, TSH 523 DPLS THREAD			EA	NEW	19,789.91	8	315.11		0	
Aker - Houston	Arctic Pipe	29816-F		Rack No. G16 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80W, TSH 523 DPLS THREAD			EA	NEW	2,477.46	1	39.45		0	
Aker - Houston	Arctic Pipe	30096-C		Rack No. G04 (C)	16" TENARS Q-125 CASING, 96.00W, HYD 511 THREAD			EA	NEW	15,527.48	4	172.63		0	
Aker - Houston	Arctic Pipe	31235-F		Rack No. N08 (C)	17 7/8" DALLMINE P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	17,938.72	42	1,812.07		0	
Aker - Houston	Arctic Pipe	31235-F		Rack No. N08 (C)	17 7/8" DALLMINE P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	258,966.95	66	2,769.70		0	
Aker - Houston	Arctic Pipe	31235-F		Rack No. N08 (C)	17 7/8" DALLMINE P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	35,068.68	9	375.28		0	
Aker - Houston	Arctic Pipe	31235-F		Rack No. N08 (C)	17 7/8" DALLMINE P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	7,954.98	2	85.08		0	
Aker - Houston	Arctic Pipe	31492-B		Rack No. C23 (C)	17 7/8" TENARIS P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	27,114.07	7	289.99		0	
Aker - Houston	Arctic Pipe	31492-B		Rack No. C23 (C)	17 7/8" TENARIS P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	91,215.80	24	975.57		0	
Aker - Houston	Arctic Pipe	31640-B		Rack No. ACRE (C)	10 3/4" TENARIS TN-125 HC PUP JOINTS, 73.20W, MAC II DPLS THREAD			EA	NEW	0.00	1	0.00		0	
Aker - Houston	Arctic Pipe	31654-C		Rack No. C25 (C)	10 3/4" TAMSA TN-125 HC CASING, 73.20W, MAC II DPLS THREAD			EA	NEW	3,121.25	1	42.64		0	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Arctic Pipe - Houston	Arctic Pipe	31654-C		Rack No. C25 (C)	30 3/4" TAMSA TN-125 HC CASING, 73.20W, MAC II DPLS THREAD			EA	NEW	3,126.37	1	42.71	0		
Arctic Pipe - Houston	Arctic Pipe	31660-B		Rack No. D15 (C)	9 7/8" TAMSA TN-125 HC CASING, 61.80W, TSH 523 DPLS THREAD			EA	NEW	2,815.32	1	44.83	0		
Arctic Pipe - Houston	Arctic Pipe	31665-B		Rack No. C10 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	NEW	2,969.15	4	19.61	0		
Arctic Pipe - Houston	Arctic Pipe	31718-B		Rack No. A08 (C)	11 7/8" TEMARIS TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	NEW	2,969.15	3	19.61	0		
Arctic Pipe - Houston	Arctic Pipe	31721-B		Rack No. A08 (C)	11 7/8" TEMARIS TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	NEW	9,494.13	3	132.23	0		
Arctic Pipe - Houston	Arctic Pipe	31721-B		Rack No. A08 (C)	11 7/8" TEMARIS TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	NEW	3,326.02	8	325.02	0		
Arctic Pipe - Houston	Arctic Pipe	31729-B		Rack No. B38 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80W, TSH 523 DPLS THREAD			EA	NEW	47,700.37	19	759.56	0		
Arctic Pipe - Houston	Arctic Pipe	31729-C		Rack No. F08 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80W, TSH 523 DPLS THREAD			EA	NEW	5,157.14	2	82.12	0		
Arctic Pipe - Houston	Arctic Pipe	31788-C		Rack No. N19 (C)	16" DALLME Q-125 HC CASING, 96.00W, TSH 513 DPLS THREAD			EA	NEW	19,802.88	5	206.28	0		
Arctic Pipe - Houston	Arctic Pipe	31788-C		Rack No. N19 (C)	16" DALLME Q-125 HC CASING, 96.00W, TSH 513 DPLS THREAD			EA	NEW	46,681.28	117	4,940.43	0		
Arctic Pipe - Houston	Arctic Pipe	31897-B		Rack No. M11 (C)	17 7/8" DALLME P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	12,747.7	3	127.47	0		
Arctic Pipe - Houston	Arctic Pipe	31909-B		Rack No. N08 (C)	17 7/8" DALLME P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	4,259.86	7	104.56	0		
Arctic Pipe - Houston	Arctic Pipe	31970-B		Rack No. N08 (C)	17 7/8" DALLME P-110 CASING, 93.50W, TSH 521 DPLS THREAD			EA	NEW	4,104.65	1	43.90	0		
Arctic Pipe - Houston	Arctic Pipe	32027		Rack No. J03 (C)	13 5/8" TAMSA TN-125 HC CASING, 88.20W, HYD 523 THREAD			EA	NEW	71,636.04	19	812.20	0		
Arctic Pipe - Houston	Arctic Pipe	32463-B		Rack No. G16 (C)	11 7/8" TEMARIS TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	USED	11,151.26	4	135.31	0		
Arctic Pipe - Houston	Arctic Pipe	32463-B		Rack No. N19 (C)	11 7/8" TEMARIS TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	USED	2,889.69	1	40.33	0		
Arctic Pipe - Houston	Arctic Pipe	32781-B		Rack No. C23 (C)	16" DALLME Q-125 HC CASING, 96.00W, TSH 513 DPLS THREAD			EA	NEW	3,683.32	1	38.42	0		
Arctic Pipe - Houston	Arctic Pipe	33095-B		Rack No. C06 (C)	16" DALLME Q-125 CASING, 96.00W, HYD 511 THREAD			EA	NEW	3,087.58	1	47.18	0		
Arctic Pipe - Houston	Arctic Pipe	33456-C		Rack No. C06 (C)	16" DALLME Q-125 CASING, 96.00W, HYD 511 THREAD			EA	NEW	8,016.96	20	972.76	0		
Arctic Pipe - Houston	Arctic Pipe	33457-B		Rack No. C06 (C)	16" DALLME Q-125 CASING, 96.00W, HYD 511 THREAD			EA	NEW	22,329.60	5	232.60	0		
Arctic Pipe - Houston	Arctic Pipe	33468-B		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	NEW	4,120.32	1	42.92	0		
Arctic Pipe - Houston	Arctic Pipe	33469-B		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	NEW	2,805.23	1	39.07	0		
Arctic Pipe - Houston	Arctic Pipe	33469-B		Rack No. G16 (C)	11 7/8" TAMSA TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	USED	21,009.20	7	294.00	0		
Arctic Pipe - Houston	Arctic Pipe	33519-D		Rack No. H19 (C)	14" TAMSA Q-125 (CY) PUP JOINTS, 116.00W, TSH 523 DPLS THREAD			EA	USED	13,644.87	4	190.04	0		
Arctic Pipe - Houston	Arctic Pipe	33521-B		Rack No. M11 (C)	17 7/8" DALLME P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	0.00	1	0.00	0		
Arctic Pipe - Houston	Arctic Pipe	33532-B		Rack No. M11 (C)	17 7/8" DALLME P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	3,956.00	1	39.56	0		
Arctic Pipe - Houston	Arctic Pipe	33533-B		Rack No. B05 (C)	9 7/8" TAMSA TN-125 HC CASING, 62.80W, TSH 523 DPLS THREAD			EA	USED	19,644.00	6	393.57	0		
Arctic Pipe - Houston	Arctic Pipe	33554-B		Rack No. B05 (C)	16" U.S. STEEL Q-125 HC X-OVER, 96.00W, THREAD			EA	NEW	2,310.72	6	24.07	0		
Arctic Pipe - Houston	Arctic Pipe	33556-C		Rack No. D24 (C)	7 3/4" TAMSA Q-125 HC CASING, 46.50W, TSH 523 THREAD			EA	NEW	2,404.80	6	25.05	0		
Arctic Pipe - Houston	Arctic Pipe	33558-B		Rack No. ACRE (C)	30 3/4" UNKNOWN MFG TN-125 HC PUP JOINTS, 73.20W, MAC II DPLS THREAD			EA	USED	2,138.58	1	46.39	0		
Arctic Pipe - Houston	Arctic Pipe	33564		Rack No. D15 (C)	16" DALLME Q-125 CASING, 96.00W, TSH 511 THREAD			EA	USED	0.00	1	0.00	0		
Arctic Pipe - Houston	Arctic Pipe	33934		Rack No. F13 (C)	17 7/8" DALLME P-110 CASING, 93.50W, TSH 521 DPLS THREAD			EA	NEW	4,168.32	1	43.42	0		
Arctic Pipe - Houston	Arctic Pipe	33937		Rack No. F12 (C)	17 7/8" DALLME P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	42,585.51	11	457.46	0		
Arctic Pipe - Houston	Arctic Pipe	33937		Rack No. F12 (C)	17 7/8" DALLME P-110 CASING, 93.50W, HYD 521 DPLS THREAD			EA	NEW	3,833.50	1	41.00	0		
Arctic Pipe - Houston	Arctic Pipe	33952		Rack No. D03 (C)	16" DALLME Q-125 CASING, 96.00W, HYD 511 THREAD			EA	NEW	8,833.50	1	41.00	0		
Arctic Pipe - Houston	Arctic Pipe	33953		Rack No. D03 (C)	16" DALLME Q-125 CASING, 96.00W, TSH 511 THREAD			EA	NEW	49,555.20	12	516.20	0		
Arctic Pipe - Houston	Arctic Pipe	33954		Rack No. D03 (C)	16" DALLME Q-125 CASING, 96.00W, TSH 511 THREAD			EA	NEW	18,432.00	4	192.00	0		
Arctic Pipe - Houston	Arctic Pipe	33955		Rack No. D03 (C)	16" DALLME Q-125 CASING, 96.00W, TSH 511 THREAD			EA	NEW	4,880.64	1	50.84	0		
Arctic Pipe - Houston	Arctic Pipe	33974-E		Rack No. H19 (C)	14" TAMSA Q-125 (CY) PUP JOINTS, 116.00W, TSH 523 DPLS THREAD			EA	NEW	4,497.60	1	46.85	0		
Arctic Pipe - Houston	Arctic Pipe	33974-E		Rack No. H19 (C)	14" TAMSA Q-125 (CY) PUP JOINTS, 116.00W, TSH 523 DPLS THREAD			EA	NEW	1,740.00	1	15.00	0		
Arctic Pipe - Houston	Arctic Pipe	33977-B		Rack No. B05 (C)	16" UNKNOWN MFG Q-125 HC X-OVER, 96.00W, TSH 511 P/N THREAD			EA	USED	288.00	1	3.00	0		
Arctic Pipe - Houston	Arctic Pipe	33978		Rack No. F07 (C)	17 7/8" 41.45 M X-OVER, 93.50W, TSH 511 P/N THREAD			EA	NEW	260.50	1	3.00	0		
Arctic Pipe - Houston	Arctic Pipe	34003-B		Rack No. F07 (C)	14" TAMSA TN-125 HC CASING, 113.00W, TSH 523 DPLS THREAD			EA	USED	47,212.53	10	417.81	0		
Arctic Pipe - Houston	Arctic Pipe	34053-B		Rack No. F07 (C)	14" TAMSA TN-125 HC CASING, 113.00W, TSH 523 DPLS THREAD			EA	USED	19,043.89	4	188.53	0		
Arctic Pipe - Houston	Arctic Pipe	34086		Rack No. B05 (C)	10 1/8" JFE JFE1227 CASING, 79.22W, SUJII P/N THREAD			EA	NEW	331,970.50	108	4,442.95	0		
Arctic Pipe - Houston	Arctic Pipe	34091		Rack No. C04 (C)	10 1/8" JFE JFE1227 CASING, 79.22W, SUJII P/N THREAD			EA	USED	6,618.83	2	83.55	0		
Arctic Pipe - Houston	Arctic Pipe	34092-B		Rack No. C04 (C)	11 7/8" TEMARIS Q-125 HC PUP JOINTS, 71.80W, HYD 523 THREAD			EA	NEW	718.00	1	10.00	0		
Arctic Pipe - Houston	Arctic Pipe	34093-B		Rack No. C04 (C)	11 7/8" TEMARIS Q-125 HC PUP JOINTS, 71.80W, HYD 523 THREAD			EA	NEW	718.00	1	10.00	0		
Arctic Pipe - Houston	Arctic Pipe	34094-B		Rack No. C04 (C)	11 7/8" TEMARIS Q-125 HC PUP JOINTS, 71.80W, HYD 523 DPLS THREAD			EA	NEW	718.00	1	10.00	0		
Arctic Pipe - Houston	Arctic Pipe	34100		Rack No. A06 (C)	11 7/8" TEMARIS TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	USED	25,716.61	9	338.17	0		
Arctic Pipe - Houston	Arctic Pipe	34101		Rack No. ACRE (C)	11 7/8" TEMARIS TN-125 HC CASING, 71.80W, HYD 523 P/N THREAD			EA	USED	1,493.44	1	20.80	0		
Arctic Pipe - Houston	Arctic Pipe	34102		Rack No. ACRE (C)	11 7/8" TEMARIS TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	USED	1,062.64	1	14.80	0		
Arctic Pipe - Houston	Arctic Pipe	34103		Rack No. G07 (C)	10 1/8" JFE JFE1227 CASING, 79.22W, SUJII P/N THREAD			EA	NEW	48,720.30	15	615.00	0		
Arctic Pipe - Houston	Arctic Pipe	34149		Rack No. A06 (C)	11 7/8" TEMARIS TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	NEW	23,056.42	8	321.12	0		
Arctic Pipe - Houston	Arctic Pipe	34150-B		Rack No. B05 (C)	16" UNKNOWN MFG Q-125 HC X-OVER, 96.00W, TSH 523 P/N THREAD			EA	NEW	213.89	1	2.70	0		
Arctic Pipe - Houston	Arctic Pipe	34152		Rack No. B05 (C)	16" UNKNOWN MFG Q-125 HC X-OVER, 96.00W, TSH 523 P/N THREAD			EA	USED	245.17	1	3.09	0		
Arctic Pipe - Houston	Arctic Pipe	34152		Rack No. B05 (C)	16" UNKNOWN MFG Q-125 HC X-OVER, 96.00W, TSH 523 P/N THREAD			EA	NEW	203.19	1	2.83	0		
Arctic Pipe - Houston	Arctic Pipe	34181		Rack No. E12 (C)	11 7/8" TEMARIS TN-125 HC CASING, 71.80W, TSH 523 DPLS THREAD			EA	USED	2,866.97	1	39.93	0		
Arctic Pipe - Houston	Arctic Pipe	34182		Rack No. F12 (C)	10 1/8" JFE JFE1227 CASING, 79.22W, SUJII P/N THREAD			EA	USED	17,373.45	6	241.97	0		
Arctic Pipe - Houston	Arctic Pipe	34926		Rack No. A07 (C)	14" TAMSA Q-125 HP X-OVER, 113.00W, HYD 523 THREAD			EA	USED	12,913.65	4	163.01	0		
Arctic Pipe - Houston	Arctic Pipe	36073-C		Rack No. D006 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	NEW	2,481.48	1	21.96	0		
Arctic Pipe - Houston	Arctic Pipe	36073-C		Rack No. D006 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	NEW	4,429.60	1	39.20	0		
Arctic Pipe - Houston	Arctic Pipe	36073-C		Rack No. D006 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	NEW	39,126.25	9	346.25	0		
Arctic Pipe - Houston	Arctic Pipe	36056-B		Rack No. D009 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	USED	15,407.77	4	136.59	0		
Arctic Pipe - Houston	Arctic Pipe	36056-C		Rack No. D006 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	USED	8,890.84	2	78.68	0		
Arctic Pipe - Houston	Arctic Pipe	36056-C		Rack No. D007 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	USED	102,338.45	23	905.65	0		
Arctic Pipe - Houston	Arctic Pipe	36056-C		Rack No. G08 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	USED	364,709.76	82	3,227.52	0		
Arctic Pipe - Houston	Arctic Pipe	36056-C		Rack No. N09 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	USED	547,064.64	123	4,841.28	0		
Arctic Pipe - Houston	Arctic Pipe	36274-C		Rack No. D34 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	USED	4,551.64	1	40.28	0		
Arctic Pipe - Houston	Arctic Pipe	36274-C		Rack No. D34 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	USED	121,289.88	27	1,073.36	0		
Arctic Pipe - Houston	Arctic Pipe	36293-C		Rack No. D005 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	USED	1,135.70	28	13.35	0		
Arctic Pipe - Houston	Arctic Pipe	36293-C		Rack No. D005 (C)	14" TEMARIS TN-125 HC CASING, 113.00W, TSH 523 THREAD			EA	USED	13,571.30	3	120.10	0		
Arctic Pipe - Houston	Arctic Pipe	36664-C		Rack No. D007 (C)	16 1/4" TEMARIS Q-125 (CY) CASING, 136.50W, TSH 613 DPLS THREAD			EA	NEW	705,159.00	126	5,166.00	0		
Arctic Pipe - Houston	Arctic Pipe	36628		Rack No. B26 (C)	16 1/4" TEMARIS Q-125 (CY) CASING, 136.50W, TSH 613 DPLS THREAD			EA	NEW	324,804.48	58	2,379.52	0		
Arctic Pipe - Houston	Arctic Pipe	36628		Rack No. B29 (C)	16 1/4" TEMARIS Q-125 (CY) CASING, 136.50W, TSH 613 DPLS THREAD			EA	NEW	362,750.12	63	2,657.51	0		
Arctic Pipe - Houston	Arctic Pipe	36628		Rack No. B38 (C)	16 1/4" TEMARIS Q-125 (CY) CASING, 136.50W, TSH 613 DPLS THREAD			EA	NEW	78,351.00	14	574.00	0		
Arctic Pipe - Houston	Arctic Pipe	36628		Rack No. B39 (C)	16 1/4" TEMARIS Q-125 (CY) CASING, 136.50W, TSH 613 DPLS THREAD			EA	NEW	18,789.50	3	123.00	0		
Arctic Pipe - Houston	Arctic Pipe	36628		Rack No. L13 (C)	16 1/4" TEMARIS Q-125 (CY) CASING, 136.50W, TSH 613 DPLS THREAD			EA	NEW	352,795.13	70	2,877.62	0		
Arctic Pipe - Houston	Arctic Pipe	40001		Rack No. H17 (A)	LINE PIPE 8.5/8" X 1.310" 108 UN GRADE VALLOURE (BARE) 40 FT AVG			EA	NEW	20					

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Baker Hughes - Broussard	Baker Hughes	Wet Mate Box B		South wall	E Subsea Connector, Wet mate equipment pelican case. Included test plug, THRT		TA3	EA	Used		1				
Baker Hughes - Broussard	Baker Hughes	PGA-3003_C		E-3	Back up tools, spare parts		TA-3	EA	Used		20443		4.5	0	
Baker Hughes - Broussard	Baker Hughes	Wet Mate Box A		South wall	E Subsea Connector, Wet mate equipment pelican case. Included rebuild kits		TA3	EA	Used		1			0	
Baker Hughes - Broussard	Baker Hughes				Installed into Tubing Hanger										
Baker Hughes - Broussard	Baker Hughes	Wet Mate Box C		South wall	Gold Pins (Part of MWC) PMP-0178 QTY 3		TA3	EA	Used		1		0		
Baker Hughes - Broussard	Baker Hughes	PPK-24-0870		Lodger 7	Male Wetmate Connector (MWC)PGA-50-056 QTY 1 SN 11800392 (Primary, used for ST. Needs to be rebuilt)		TA3	EA			3		0		
Baker Hughes - Broussard	Baker Hughes	H00290300		Lodger 7	E Fitting, SEAL CARRIER 1.368 IN OD 2.58 IN ID 2.904 IN LG BMS-5308 17-4 PH		TA3	EA			3		1298		
Baker Hughes - Broussard	Baker Hughes	10413131		Lodger 7	100 MYS 29-3.3 HRC CRITICAL DNW: 402-903-00.1		TA3	EA			22		90.12		
Baker Hughes - Broussard	Baker Hughes				E Fitting, CHAMFERED SEAL 95 DURO FKM (VITON) 1.25 IN OD .939 IN ID 1.77 IN LG CRITICAL BATCH MANAGED F/ WELL FLUID: CALCIUM BROMIDE F/ TEMPERATURE: 166 DEG F F/ STATIC APPLICATION		TA3	EA							
Baker Hughes - Broussard	Baker Hughes	10413129		Lodger 7	E Fitting, BACK-UP RING 200 SERIES 1.8807-1.383 IN OD .960 IN ID 0.078 IN LG		TA3	EA			22		19.81		
Baker Hughes - Broussard	Baker Hughes	HWB8123V40		Lodger 7	MANAGED OAS IN THICKNESS VIGORAN PREX DRWG 274-262-01.24		TA3	EA			22		8.15		
Baker Hughes - Broussard	Baker Hughes	Wet Mate Special Tools		Lodger 7	E Subsea Connector, Wet mate equipment yellow tool box. Included special install		TA3	EA	Used		1		0		
Baker Hughes - Broussard	Baker Hughes	HWB8023V40		Lodger 7	books.		TA3	EA			22		5.08		
Baker Hughes - Broussard	Baker Hughes	1016238		Lodger 7	E Fitting, Fitting 1/4" INCR25 Swagelok Nur. INCR25-402-1		TA3	EA	Scrap		30		44.56		
Baker Hughes - Broussard	Baker Hughes	HWB8213V40		Lodger 7	E Accessory, 23 O-RING BPS-820Q (V40) O-RING		TA3	EA			22		8.98		
Baker Hughes - Broussard	Baker Hughes	PM4-6928		Lodger 7	E Fitting, Swagelok 1/4" INCR25 Swagelok Nur. INCR25-402-1 Back Ferrule		TA3	EA			30		51.34		
Baker Hughes - Broussard	Baker Hughes	PGA-31-0948E_C		CON6	85-904-18.84, Pin, 875-400-587		MC 353 #1	EA			1500		7.89		
Baker Hughes - Broussard	Baker Hughes	PGA-34-0948E_C		D-5	O Control Line, Tube 1/4" x 0.065" WT INCR25, Enrop		MC 353 #1	EA			13300				
Baker Hughes - Broussard	Baker Hughes	H307050025RNB1		1-13-B	O Gauge, DHPT Gauge Triple SurSens 1.5SHF Gauge for WIS. lbg/am/ remote (broad), 30.000 psia, 200C, Accuracy, 0.2%, Resolution: .0001 psi, temp res: .0001 F, ext testable connection		EA	New			1		12.500		
Baker Hughes - Broussard	Baker Hughes	H30832005RNB1		1-15-BL	O Special Tool, Y Block, 1/2" Control Line, 1/5" 29-7H, Alloy 718, Ext. Testable Jam		Green SS #2 S12	EA	New		1		29690		
Baker Hughes - Broussard	Baker Hughes	H307940045RNB1		1-23-AL	W SurSet - Lock / Plug, 3.312 EQUALIZING CHECK VALVE AOFFT-2 BMS-5210 13 CR 80		Blue SS #4	EA	New		4		79.81		
Baker Hughes - Broussard	Baker Hughes	H307940045RNB1		1-23-AL	W SurSet - Lock / Plug, 3.312 EQUALIZING CHECK VALVE AOFFT-2 BMS-5210 13 CR 80		Blue SS #4	EA	New		1		1740		
Baker Hughes - Broussard	Baker Hughes	H307940047RNB1		1-23-AL	Protector - Stand-off, Cannon - 5500-A09N1.3G1.16		Blue SS #4	EA	New		1		931.25		
Baker Hughes - Broussard	Baker Hughes	H307940047RNB1		1-23-AL	Protector - Stand-off, Cannon - 648-B-6 RL5.15 XT-MOD		Blue SS #4	EA	New		1		1740		
Baker Hughes - Broussard	Baker Hughes	H307940048RNB1		1-23-AL	Protector - Stand-off, Cannon - 4300-A09N0 661.66		Blue SS #4	EA	New		1		1862.5		
Baker Hughes - Broussard	Baker Hughes	H307940048RNB1		1-23-AL	Protector - Stand-off, Cannon - 648-B-6 RL5.15 XT-MOD		Blue SS #4	EA	New		22		121.69		
Baker Hughes - Broussard	Baker Hughes	H307940048RNB1		1-23-AL	Protector - Stand-off, Cannon - 5500-A4-72N/77DC		Blue SS #4	EA	New		1		931.25		
Baker Hughes - Broussard	Baker Hughes	H307940048RNB1		1-23-AL	Protector - Stand-off, Cannon - 648-B-6 RL5.15 XT-MOD		Blue SS #4	EA	New		3		39.98		
Baker Hughes - Broussard	Baker Hughes	H307940048RNB1		1-23-AL	Protector - Mid Joint, Cannon - 4500-C-06		Blue SS #4	EA	New		2		589		
Baker Hughes - Broussard	Baker Hughes	H307940047RNB1		1-23-AL	Protector - Splice, Cannon - 5500-30-72R		Blue SS #4	EA	New		2		589		
Baker Hughes - Broussard	Baker Hughes	H307940046RNB1		1-23-AL	Protector - Splice, Cannon - 5500-40-72R/77DC		Blue SS #4	EA	New		2		1106		
Baker Hughes - Broussard	Baker Hughes	H307940046RNB1		1-23-AR	Protector, Cannon - 5500-A-72R		Blue SS #4	EA	New		76		87.31		
Baker Hughes - Broussard	Baker Hughes	H307940048RNB1		1-4-A	Protector, Cannon - 4500-A-81		Green SS #2 S12	EA	New		4		79.81		
Baker Hughes - Broussard	Baker Hughes	H307940048RNB1		1-4-A	Protector - Stand-off, Cannon - 648-B-6 RL5.15 XT-MOD		Green SS #2 S12	EA	New		1		931.25		
Baker Hughes - Broussard	Baker Hughes	H307940048RNB1		1-4-A	Protector - Stand-off, Cannon - 4300-A09N0 661.66		Green SS #2 S12	EA	New		1		1740		
Baker Hughes - Broussard	Baker Hughes	H307940048RNB1		1-4-A	Protector - Stand-off, Cannon - 5500-A4-72N/77DC		Green SS #2 S12	EA	New		2		1106		
Baker Hughes - Broussard	Baker Hughes	H307940048RNB1		1-4-A	Protector, Cannon - 5500-55-72H/77DC		Blue SS #4	EA	New		2		1105		
Baker Hughes - Broussard	Baker Hughes	H307940048RNB1		1-4-A	Protector - Stand-off, Cannon - 648-B-6 RL5.15 XT		Green SS #2 S12	EA	New		1		931.25		
Baker Hughes - Broussard	Baker Hughes	H307940047RNB1		1-4-A	Protector - Mid Joint, Cannon - 4500-C-81		Green SS #2 S12	EA	New		3		42.5		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-A	Protector - Splice, Cannon - 4500-30-81		Green SS #2 S12	EA	New		2		589		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-A	Protector - Mid Joint, Cannon - 5500-C-61R/77DC		Green SS #2 S12	EA	New		1		64.5		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-A	Protector - X-Over, Cannon - 5500/7063-40-61R/77DC		Green SS #2 S12	EA	New		5		2860		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-A	Protector - VTI, Cannon - 72038 - VTI Sleeve		Green SS #2 S12	EA	New		1		1106		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-A	Protector - VTI, Cannon - 4500-A-81		Green SS #2 S12	EA	New		13		756.25		
Baker Hughes - Broussard	Baker Hughes	H307940044RNB1		1-4-A	Protector - VTI, Cannon - 705-50-61R 77DC		Green SS #2 S12	EA	New		1		1106.25		
Baker Hughes - Broussard	Baker Hughes	H307940044RNB1		1-4-A	Protector - X-Over, Cannon - 7063 5500-40-61R 77DC		Green SS #2 S12	EA	New		2		1106		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-A	Protector - Splice, Cannon - 5500-40-61R/77DC		Green SS #2 S12	EA	New		2		589		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-A	Protector, Cannon - 5500-A-61R 77DC		Green SS #2 S12	EA	New		19		121.69		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-A	Protector, Cannon - 5500-55-61R 77DC		Green SS #2 S12	EA	New		2		1105		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-A	Protector - Stand-off, Cannon - 648-A-61R/606CG1.5 XT-MOD		Green SS #2 S12	EA	New		1		1872.5		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-A	Protector - Stand-off, Cannon - 648-A-61R/606CG1.5 XT-MOD		Green SS #2 S12	EA	New		1		1872.5		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-BR	SurSet - Run / Full Tool, 2.750 IN X2.812 MODEL D PROBE		Green SS #2 S12	EA	New		56		12.28		
Baker Hughes - Broussard	Baker Hughes	H307940043RNB1		1-4-BR	SurSet - Run / Full Tool, 2.750 IN X2.812 MODEL D PROBE		Green SS #2 S12	EA	New		1		12.28		
Baker Hughes - Broussard	Baker Hughes	H811564300RT		1-4-BR	SurSet - Run / Plug, 3.312 EQUALIZING CHECK VALVE AOFFT-2 BMS-5210 13 CR 80		Green SS #2 S12	EA			1		14957		
Baker Hughes - Broussard	Baker Hughes	H80966000JANGNE		1-4-BR	IMS 22 HRC MAX BCS-4A04 OPO OR PLASMA NITRIDING 10,000 WP ABOVE BPS-5501 (KWS) 65SD VTN CVN 3.385 IN OD 1.250 IN DIA OF BALL 3.312 AT PROFILE CO2 & 425 SERVICE BPS-5501 (KWS) PACKING UNIT CRITICAL		Green SS #2 S12	EA			1				
Baker Hughes - Broussard	Baker Hughes	H80966000JANGNE		1-4-BR	WMS 22 HRC MAX BCS-4A04 OPO OR PLASMA NITRIDING 10,000 WP ABOVE BPS-5501 (KWS) 65SD VTN CVN 3.385 IN OD 1.250 IN DIA OF BALL 3.312 AT PROFILE CO2 & 425 SERVICE BPS-5501 (KWS) PACKING UNIT CRITICAL		Green SS #2 S12	EA			1		14957		
Baker Hughes - Broussard	Baker Hughes	H811550701RT		1-4-BR	SurSet - Run / Full Tool, 2.750 IN X2.812 IN WIRELINE RUNNING TOOL A		Green SS #2 S12	EA			1		6272		
Baker Hughes - Broussard	Baker Hughes	H811550701RT		1-4-BR	SurSet - Run / Full Tool, 2.750 IN X2.812 IN WIRELINE RUNNING TOOL A		Green SS #2 S12	EA			1		6272		
Baker Hughes - Broussard	Baker Hughes	10485388		1-4-BR	. DISTRCT MADE UPPER BODY BMS-4098 4XXX OR P10 STEEL 110 MYS STD		Blue Wall	EA			1		2350		
Baker Hughes - Broussard	Baker Hughes	H307980033RNB1		D-15	TEC 1/4" x .069" TEC INCR25 FFP Flare		Green SS #2 S12	EA	New		21344		8.36		
Baker Hughes - Broussard	Baker Hughes	H308150033RNB1		D-17	O Control Line, Dual 3/8" x .065" Enhanced Properties Flatpack MYS 70 KSI		Green SS #2 S12	EA	New		1		4.36		
Baker Hughes - Broussard	Baker Hughes	H308150033RNB1		E-15	Control Line - IMS, Triple 1/4" x .049" Enhanced Properties Flatpack MYS 65 KSI		Green SS #2 S12	EA	New		18764		6.53		
Baker Hughes - Broussard	Baker Hughes	H308150060RNB1		F-6	O Control Line, Dual 1/4" x .049" Enhanced Properties Flatpack MYS 65 KSI		Green SS #2 S12	EA	New		6994		4.36		
Baker Hughes - Broussard	Baker Hughes	10474034		Lodger 7	E Fitting, TEC splice installation kit w/c 276		Green SS #2 S12	EA	New		1		0		
Baker Hughes - Broussard	Baker Hughes	10474034		Lodger 7	E Fitting, TEC splice installation kit w/c 276		Green SS #2 S12	EA	New		1		0		

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Baker Hughes - Houma	Baker Hughes	2594201615T1			UNR RACKER W/HARD-E PROFILE AND HOLD DOWN 9.875 IN 67.50 LB/FT VAM SU II BOX DOWN 13.375 IN 6.022 0 LB/FT CSG CR-MO TBLR 110 125 KSI 30 10.360 IN OD 8.549 IN ID 8.000 FT LG 10.188 IN OD 5.55 IN ID 1.087 1.471 PSI SHEAR 15.00		NOBLE BUY OUT	EA		1		229733.1				
Baker Hughes - Houma	Baker Hughes	2599218165T1			SPACER NIPPLE 9.875 IN 67.50 LB/FT VAM SU II PIN UP 9.875 IN 67.50 LB/FT VAM SU II PIN DOWN C110 CR-MO TBLR 110 125 KSI 30 9.974 IN OD 8.444 IN ID 10.000 FT LG API SCT		NOBLE BUY OUT	EA		1		19604.7				
Baker Hughes - Houma	Baker Hughes	2599047115T1			COLLAR 9.875 IN 67.50 LB/FT VAM SU II BOX UP 9.875 IN 67.50 LB/FT VAM SU II BOX DOWN C110 CR-MO TBLR 110 125 KSI 30 30.000 IN OD 5.49 IN ID 18.000 IN LG		NOBLE BUY OUT	EA		1		10052.1				
Baker Hughes - Houma	Baker Hughes	25941600215T1			UNR HANGER CONTROL SET FLEXY HYDRAULIC ASSEMBLY NON-HOT 9.875 IN 67.50 LB/FT VAM SU II PIN DOWN 13.375 IN 54.5 7.20 LB/FT CSG 12.050 IN OD 8.549 IN ID 1.087 1.471 PSI SHEAR 15.00		NOBLE BUY OUT	EA		1		216195.3				
Baker Hughes - Houma	Baker Hughes	270090752			PIP JOINTS 9.875 IN 67.50 LB/FT VAM SU II BOX UP 9.875 IN 67.50 LB/FT VAM SU II PIN DOWN C110 CR-MO TBLR 110 125 KSI 30 10.191 IN OD 8.549 IN ID 8.000 FT LG API SCT		NOBLE BUY OUT	EA		1		17861.4				
Baker Hughes - Houma	Baker Hughes	2598949605T1			CROSSOVER BUSHING 9.875 IN 67.50 LB/FT VAM SU II BOX UP 9.875 IN 65.30 CR-MO TBLR 110 125 KSI 30 10.361 IN OD 8.499 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA		1		16222.5				
Baker Hughes - Houma	Baker Hughes	2598849615T1			CROSSOVER BUSHING 9.875 IN 67.50 LB/FT VAM SU II BOX UP 9.875 IN 65.30 LB/FT VAM SU II PIN DOWN C110 CR-MO TBLR 110 125 KSI 30 10.191 IN OD 8.499 IN ID 18.000 IN LG		NOBLE BUY OUT	EA		1		16602.3				
Baker Hughes - Houma	Baker Hughes	1017600375T1			FLOAT COLLAR SV W/ORIFICE 10.125 IN 79.29 LB/FT TENARSHYDRIL WEDGE 523 WEDGE 523 PIN DOWN 10.360 IN OD 8.510 IN ID		NOBLE BUY OUT	EA		1		18790.2				
Baker Hughes - Houma	Baker Hughes	1017600375T1			WEDGE 523 PIN DOWN 10.360 IN OD 8.510 IN ID 18.000 IN LG API SCT WEDGE 523 PIN DOWN 10.360 IN OD 8.510 IN ID		NOBLE BUY OUT	EA		1		18790.2				
Baker Hughes - Houma	Baker Hughes	259849635T1			CROSSOVER BUSHING 10.125 IN 79.29 LB/FT TENARSHYDRIL WEDGE 523 BOX UP 9.875 IN 67.50 LB/FT VAM SU II PIN DOWN C110 CR-MO TBLR 110 125 KSI 30 10.360 IN OD 8.525 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA		1		18188.1				
Baker Hughes - Houma	Baker Hughes	25975090975T1			SEAL ASSEMBLY BULLET 9.875 IN VAM SU II BOX UP 20.00 FT EXT LG 10.188 IN SEAL 11.500 PSI SEAL RATING 4 SEALS 11.750 IN OD 8.549 IN ID ROUND NOSE		NOBLE BUY OUT	EA		1		160685.1				
Baker Hughes - Houma	Baker Hughes	2598851975T1			CROSSOVER BUSHING 9.875 IN 67.50 LB/FT VAM TOP BOX UP 9.875 IN 65.10 LB/FT TENARSHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 10.962 IN OD 8.531 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA		1		12798				
Baker Hughes - Houma	Baker Hughes	259902005T1			COLLAR 9.875 IN 65.10 LB/FT TENARSHYDRIL WEDGE 523 BOX UP 9.875 IN 62.80 LB/FT VAM TOP BOX DOWN Q125 CR-MO TBLR 125 MYS 10.962 IN OD 8.815 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA		1		7907.4				
Baker Hughes - Houma	Baker Hughes	275210381RT			TIEBACK MILL 4.500 IN NC-50 (4-1/2 IF) BOX UP 5.000 IN XT-50 W/ACCESSORY PIN DOWN 10.125 IN OD 3.000 IN ID 48.000 IN LG 10.188 IN EXT ID 110 KSI MYS BGS-440Z ZINCOR MANGANESE PHOSPHATE		NOBLE BUY OUT	EA		1		19207				
Baker Hughes - Houma	Baker Hughes	275210381RT			BEVEL PIN DOWN 10.125 IN OD 3.000 IN LG 10.188 IN EXT ID 110 KSI MYS BGS-440Z ZINCOR MANGANESE PHOSPHATE		NOBLE BUY OUT	EA		1		19207				
Baker Hughes - Houma	Baker Hughes	07885471N			9.188 IN ROUND NOSE GUIDE CR-MO STEEL 125 MYS ZINC ON MANGANESE 10.125 IN OD 6.635 IN ID 2.00 FT LG W/9.188 OD MOD 5TUB ACME THD 1/10.188 OD SEAL ASSEMBLY		NOBLE BUY OUT	EA		1		12225				
Baker Hughes - Houma	Baker Hughes	2598941205T1			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.750 IN 46.10 LB/FT TENARSHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.350 IN OD 6.535 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA		1		9819				
Baker Hughes - Houma	Baker Hughes	259853095T1			CROSSOVER BUSHING 7.750 IN 46.10 LB/FT TENARSHYDRIL WEDGE 523 BOX UP 4.500 IN NO WEIGHT KC50 PIN DOWN P110 GEN PURPOSE TBLR 110 MYS 7.967 IN OD 3.735 IN ID 24.000 IN LG API SCT		NOBLE BUY OUT	EA		1		8355				
Baker Hughes - Houma	Baker Hughes	259853095T1			CROSSOVER BUSHING 7.750 IN 46.10 LB/FT TENARSHYDRIL WEDGE 523 BOX UP 4.500 IN NO WEIGHT KC50 PIN DOWN P110 GEN PURPOSE TBLR 110 MYS 7.967 IN OD 3.735 IN ID 24.000 IN LG API SCT		NOBLE BUY OUT	EA		1		8355				
Baker Hughes - Houma	Baker Hughes	2598940285T1			CROSSOVER BUSHING 5.000 IN 18.00 LB/FT VAM TOP HT BOX UP 5.000 IN 18.00 LB/FT TENARSHYDRIL WEDGE 513 PIN DOWN Q125 CR-MO TBLR 125 MYS 5.622 IN OD 4.194 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA		1		11671.5				
Baker Hughes - Houma	Baker Hughes	266730311			LANDING COLLAR TYPE II W/RAFFLE 5.000 IN 18.00 LB/FT TENARSHYDRIL WEDGE 513 BOX UP 5.000 IN 18.00 LB/FT TENARSHYDRIL WEDGE 513 BOX UP 5.000 IN 18.00 LB/FT TENARSHYDRIL WEDGE 1.500 IN DIODE BALL 110 KSI MYS		NOBLE BUY OUT	EA		1		9132				
Baker Hughes - Houma	Baker Hughes	259853015T1			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.000 IN 35.00 LB/FT TENARSHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.361 IN OD 5.908 IN		NOBLE BUY OUT	EA		1		11269.5				
Baker Hughes - Houma	Baker Hughes	259853015T1			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.000 IN 35.00 LB/FT TENARSHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.361 IN OD 5.908 IN		NOBLE BUY OUT	EA		1		11269.5				
Baker Hughes - Houma	Baker Hughes	259893328			CROSSOVER BUSHING 9.875 IN 65.80 LB/FT VAM TOP BOX UP 10.175 IN 81.00 IN LG SU II PIN DOWN Q125 CR-MO TBLR 125 MYS 10.952 IN OD 8.559 IN ID 18.000 IN LG		NOBLE BUY OUT	EA		1		11593.5				
Baker Hughes - Houma	Baker Hughes	259895335			CROSSOVER BUSHING 9.875 IN 65.80 LB/FT VAM TOP BOX UP 9.875 IN 62.80 125 MYS 10.963 IN OD 8.551 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA		1		11635.5				
Baker Hughes - Houma	Baker Hughes	2598940235T1			LB/FT TENARSHYDRIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 10.952 IN OD 8.541 IN ID 18.000 IN LG API SCT		NOBLE BUY OUT	EA		1		11798.25				

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Baker Hughes - Houma	Baker Hughes	299893328			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 9.875 IN 62.80 LB/FT VAM										
					SUIT II PIN DOWN Q125 CR-MO TBLR 125 MYS 10.952 IN OD 8.539 IN ID 18.000 IN										
Baker Hughes - Houma	Baker Hughes	299895335			CROSSOVER BUSHING 9.875 IN 62.80 LB/FT VAM TOP BOX UP 10.175 IN 81.00 LB/FT VAM SUIT II PIN DOWN Q125 CR-MO TBLR										
					125 MYS 10.963 IN OD 8.551 IN ID 18.000 IN LG API SCT										
Baker Hughes - Houma	Baker Hughes	299894120571			CROSSOVER BUSHING 7.625 IN 33.70 LB/FT VAM TOP HT BOX UP 7.750 IN 46.10 LB/FT TENARISHORIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.350 IN OD 0.535 IN ID 18.000 IN LG API SCT										
					LANDING COLLAR LCT TYPE 17.750 IN 46.10 LB/FT TENARISHORIL WEDGE 523 BOX UP 7.750 IN 46.10 LB/FT TENARISHORIL										
Baker Hughes - Houma	Baker Hughes	274120357			LANDING COLLAR LCT TYPE 17.750 IN 46.10 LB/FT TENARISHORIL WEDGE 523 (API SCT)										
					WEDGE 523 PIN DOWN 7.957 IN OD 6.525 IN ID (MUST DRIFT 6.500) 125 KSI MYS										
Baker Hughes - Houma	Baker Hughes	274120357			BOX UP 7.750 IN 46.10 LB/FT TENARISHORIL										
					WEDGE 523 PIN DOWN 7.957 IN OD 6.525 IN ID (MUST DRIFT 6.500) 125 KSI MYS (API SCT)										
Baker Hughes - Houma	Baker Hughes	299894960571			CROSSOVER BUSHING 9.875 IN 67.50 LB/FT VAM SUIT II BOX UP 9.875 IN 65.30 LB/FT TENARISHORIL WEDGE 523 PIN DOWN Q125 CR-MO TBLR 125 MYS 8.300 IN OD 0.600 IN LG API SCT										
					CROSSOVER BUSHING 10.125 IN 79.25 LB/FT TENARISHORIL WEDGE 523 BOX UP 9.875 IN										
Baker Hughes - Houma	Baker Hughes	299894963			67.50 LB/FT VAM SUIT II PIN DOWN C110 CR-MO TBLR 110-125 KSI 30 10.360 IN OD 8.525 IN ID 18.000 IN LG API SCT										
					10.125 IN ROUND NOSE GUIDE - CEMENT FILL OR-MO STEEL 125 MYS ZINC OR MANGANESE PHOSPHATE 10.125 IN OD 8.635 IN ID 2.00 FT LG W/ 91.88 OD MOD STUB										
Baker Hughes - Houma	Baker Hughes	10555030			ACME THD F10.188 OD SEAL ASSEMBLY										
					4.1/2" 15.50H 13CR-95 JFE Llon C.I.M. / Safety Valve Assembly X 90"										
Baker Hughes - Houma	Baker Hughes	20205			5.1/2" 23H 13CR-95 JFE Llon C.I.M. / Safety Valve Assembly X 50"										
					5.1/2" 23H 13CR-95 JFE Llon Casing Assembly X 48" (40" T&C Casing On Top. 2" Sub In Mid. 6" T&C PI On Btm.)										
Baker Hughes - Houma	Baker Hughes	20390			4.1/2" 15.50H 13CR-110 Vam Ace Lower BCSO Flo-Tail X 15"										
					4.1/2" 15.50H 13CR-110 Vam Ace Lower Pin / Pin BCSO Flo-Tail X 15"										
Baker Hughes - Houma	Baker Hughes	9814			4.1/2" 15.50H 13CR-110 Vam Ace Lower Pin / Pin BCSO Flo-Tail X 15"										
					4.1/2" 15.50H 13CR-110 Vam Ace Upper BCSO Flo-Tail X 15"										
Baker Hughes - Houma	Baker Hughes	9815			4.1/2" 15.50H 13CR-110 Vam Ace Upper BCSO Flo-Tail X 15"										
					4.1/2" 15.50H 13CR-110 Vam Ace Upper BCSO Flo-Tail X 15"										
Baker Hughes - Houma	Baker Hughes	9816			2.3/8" 4.70H 13CR-85 015-8 Blast Joint X 12"										
					2.3/8" 4.70H 13CR-85 015-8 Blast Joint X 20"										
Baker Hughes - Houma	Baker Hughes	8295			2.3/8" 4.70H 13CR-85 015-8 Blast Joint X 20"										
					2.3/8" 4.70H 13CR-85 015-8 Blast Joint X 20"										
Baker Hughes - Houma	Baker Hughes	17693			2.3/8" 4.70H 13CR-85 015-8 Box-Bull Plug X 08"										
					4.1/2" 15.50H 13CR-110 Vam Ace Chemical Injection Mandrel Assembly X 39"										
Baker Hughes - Houma	Baker Hughes	20097			5.1/2" 23H 13CR-95 JFE Llon Chemical Injection Mandrel Assembly X 25"										
					5.1/2" 23H 13CR-95 JFE Llon Chemical Injection Mandrel X 20"										
Baker Hughes - Houma	Baker Hughes	20391			2.3/8" 4.70H 13CR-85 015-8 PR Lower Combo Joint X 12" (IPC TK-800)										
					2.3/8" 4.70H 13CR-85 015-8 PR Upper Combo Joint X 12" (IPC TK-800)										
Baker Hughes - Houma	Baker Hughes	14355			2.3/8" 4.70H 13CR-85 015-8 PR Lower Combo-Joint X 12" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Upper Combo-Joint X 12" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	10083			2.3/8" 4.70H 13CR-85 015-8 PR Upper Combo-Joint X 12" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Upper Combo-Joint X 12" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	10082			2.3/8" 4.70H 13CR-85 015-8 PR Upper Combo-Joint X 12" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Upper Combo-Joint X 12" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	9759			2.3/8" 4.70H 13CR-85 015-8 PR Upper Combo-Joint X 12" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Upper Combo-Joint X 12" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	9746			2.3/8" 4.70H 13CR-85 015-8 PR Upper Combo-Joint X 12" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Upper Combo-Joint X 12" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	14356			2.3/8" 4.70H 13CR-85 015-8 PR Upper Combo-Joint X 12" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-800)										
Baker Hughes - Houma	Baker Hughes	18964			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-800)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-800)										
Baker Hughes - Houma	Baker Hughes	14348			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-800)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-800)										
Baker Hughes - Houma	Baker Hughes	14350			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-800)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-800)										
Baker Hughes - Houma	Baker Hughes	14351			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-800)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-800)										
Baker Hughes - Houma	Baker Hughes	14352			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-800)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-800)										
Baker Hughes - Houma	Baker Hughes	14353			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 10" (IPC TK-800)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 10" (IPC TK-800)										
Baker Hughes - Houma	Baker Hughes	14482			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 10" (IPC TK-800)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 10" (IPC TK-800)										
Baker Hughes - Houma	Baker Hughes	17999			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	14418			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	13200			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	11864			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 10" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 10" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	6758			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	5988			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	12038			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	6343			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	7598			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	6345			2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
					2.3/8" 4.70H 13CR-85 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	8827			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	4711			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	4747			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	8828			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	4748			3.1/2" 5.30H 015-8 PR Pup Joint X 10" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 10" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	18968			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	18967			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	18969			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	18970			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	18982			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	18983			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	18986			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
Baker Hughes - Houma	Baker Hughes	13190			3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										
					3.1/2" 5.30H 015-8 PR Pup Joint X 06" (IPC TK-7)										



Exhibit D-1 (continued)

Facility	Facility Owner	Serial No.	Item Number	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Benolt - Houma	Benolt	13189		Inside	2 7/8" 6.50# 13CR-95 Fox-X Chlg. Box / Box Upper Combo-Joint X 12"			EA	A		1			0	
Benolt - Houma	Benolt	15446		Inside	2 7/8" 6.50# 13CR-85 B7S-8 Lower Combo-Joint X 12"			EA	A					0	
Benolt - Houma	Benolt	15446		Inside	2 7/8" 6.50# 13CR-85 B7S-8 Upper Combo-Joint X 12"			EA	A					0	
Benolt - Houma	Benolt	15267		Inside	2 7/8" 7.00# 13CR-95 Vam Ace Upper Combo-Joint Assembly X 12"			EA	A		1			0	
Benolt - Houma	Benolt	15392		Inside	2 7/8" 7.00# 13CR-95 Vam Ace Upper Combo-Joint Assembly X 12"			EA	U					0	
Benolt - Houma	Benolt	7338		Inside	3 1/2" 9.30# Hyper 13CR-110 B7S-8 Lower Combo-Joint X 12"			EA	B		3			0	
Benolt - Houma	Benolt	7226		Inside	3 1/2" 9.30# Hyper 13CR-110 B7S-8 Upper Combo-Joint X 12"			EA	B		3			0	
Benolt - Houma	Benolt	20355		Inside	4 1/2" 18.50# 13CR-110 HYP 2 JFE Uon Pin / 4 1/2" 17# Vam Top Pin X-Over Pup Joint X 10"			EA	A		4			0	
Benolt - Houma	Benolt	20064		Inside	5 1/2" 23# 13CR-95 JFE Uon Pin / Vam Ace Pin X-Over Pup Joint X 5"			EA	A		1			0	
Benolt - Houma	Benolt	16334		Inside	2 3/8" 4.43# 13CR-85 Echo F-4 Box / 2 3/8" 4.70# B7S-5 S/C Pin Crossover Sub X 12"			EA	A					0	
Benolt - Houma	Benolt	16334		Inside	2 3/8" 4.60# 13CR-85 NU 10rd (special OD) Box / 2 3/8" 4.43# Echo F-4 Pin Crossover Sub X 12"			EA	A		1			0	
Benolt - Houma	Benolt	15681		Inside	2 3/8" 4.70# 13CR-110 B7S-8 Box / 2 3/8" 4.70# NU 10rd Pin X-Over Locator Sub X 18" (w/ 3.150" O.D.)			EA	A		1			0	
Benolt - Houma	Benolt	7925		Inside	2 7/8" 7.90# 13CR-95 B7S-6 Box / 2 3/8" 4.70# B7S-8 Pin X-Over Sub			EA	A		1			0	
Benolt - Houma	Benolt	15565		Inside	2 7/8" 6.16# Hyper 13CR-110 STL Box / 2 7/8" 7.66# HUL Pin X-Over Subs X 12"			EA	A		2			0	
Benolt - Houma	Benolt	2915		Inside	2 7/8" 6.40# 13CR-85 B7S-8 Box / 2 7/8" 6.40# Pin X-Over Sub X 12"			EA	A		1			0	
Benolt - Houma	Benolt	2918		Inside	2 7/8" 6.40# 13CR-85 B7S-8 Box / 2 7/8" 6.40# Pin X-Over Sub X 12"			EA	A		1			0	
Benolt - Houma	Benolt	19026		Inside	2 7/8" 6.50# 13CR-85 B7S-8 Box / 2 3/8" 4.70# B7S-8 Pin X-Over Sub X 14"			EA	A		1			0	
Benolt - Houma	Benolt	11933		Inside	2 7/8" 6.50# 13CR-85 B7S-8 Pin / 2 3/8" 4.70# B7S-8 Box Crossover Sub X 12"			EA	A		1			0	
Benolt - Houma	Benolt	17346		Inside	2 7/8" 6.50# P-110 NU 10rd Box / 4 1/2" NU Pin Crossover Sub X 14"			EA	A		1			0	
Benolt - Houma	Benolt	19682		Inside	2 7/8" 7.60# 13CR-110 HCL Box / 2 7/8" 6.10# B7S-8 Pin X-Over Sub X 14"			EA	A		2			0	
Benolt - Houma	Benolt	15564		Inside	2 7/8" 7.60# 13CR-110 HCL Box / 2 7/8" 6.10# STL Pin X-Over Sub X 12"			EA	A		2			0	
Benolt - Houma	Benolt	2915		Inside	2 7/8" 6.80# NU 10rd Box X 2 3/8" 4.70# 10rd Box X-Over Sub			EA	A		1			0	
Benolt - Houma	Benolt	2916		Inside	2 7/8" 6.80# NU 10rd Box X 2 3/8" 4.70# 10rd Box X-Over Sub			EA	A		1			0	
Benolt - Houma	Benolt	17689		Inside	2 7/8" 6.50# 13CR-95 B7S-8 Box / 3 1/2" 9.30# EUE 8rd Pin Crossover Sub X 14"			EA	A		1			0	
Benolt - Houma	Benolt	14440		Inside	3 1/2" 12.95# 13CR-95 B7S-6 Box / 3 1/2" 9.30# B7S-8 Pin X-Over Sub X 14"			EA	B		1			0	
Benolt - Houma	Benolt	15481		Inside	3 1/2" 12.95# 13CR-95 B7S-6 Box / 3 1/2" 10.20# JFE Bear Pin X-Over Sub X 2" (Not supplied by Benolt)			EA	U		1			0	
Benolt - Houma	Benolt	15942		Inside	3 1/2" 5.20# 13CR-85 JFE Bear Box / 3 1/2" 9.30# B7S-8 Pin Crossover Sub X 12"			EA	A		1			0	
Benolt - Houma	Benolt	11711		Inside	3 1/2" 5.20# 13CR-85 Vam Ace Box / 2 7/8" 6.50# B7S-8 Pin Crossover Sub X 12"			EA	A		1			0	
Benolt - Houma	Benolt	17690		Inside	3 1/2" 5.30# 13CR-95 EUE 8rd Box / 2 7/8" 6.50# B7S-8 Pin Crossover Sub X 14"			EA	A		1			0	
Benolt - Houma	Benolt	11073		Inside	3 1/2" 5.30# Hyper 13CR-110 B7S-8 Box / 2 7/8" 6.50# B7S-8 Box Crossover Sub x 14"			EA	A		1			0	
Benolt - Houma	Benolt	17344		Inside	4 1/2" 15.10# 13CR-110SHT Box / 5 1/2" 2.3# SHLT Pin Crossover Sub X 14"			EA	A		1			0	
Benolt - Houma	Benolt	19683		Inside	4 1/2" 11.60# 13CR-85 NU 8rd Box / 2 3/8" 4.70# B7S-8 Pin X-Over Sub X 14"			EA	A		1			0	
Benolt - Houma	Benolt	17345		Inside	5 1/2" 23# 13CR-110 STL Box / 4 1/2" 15.10# STL Pin Crossover Sub X 14"			EA	A		1			0	
Benolt - Houma	Benolt	20231		Inside	5 1/2" 29.70# 13CR-95 JFE Lion Gas Lift Mandrel Assembly X 18" (6" P/15 top & btm) (superior gbk mandrels)			EA	A		1			0	
Benolt - Houma	Benolt	14201		Outside	2 7/8" 6.50# 13CRB5 B7S-8 Gas Lift Mandrel Assembly X 19" (6" Pup Joint Top & Bottom)(Superior mandrels)			EA	U		3			0	
Benolt - Houma	Benolt	13345		Outside	5 1/2" 24# 13CR-95 JFE Lion Gauge Mandrel Assembly X 15" (2- 4" Pup joints On Btm)			EA	B		1			0	
Benolt - Houma	Benolt	26098		Outside	2 3/8" 4.70# 9CR-80 B7S-8 BCS Nipple (1.875" P.B.)			EA	A		1			0	
Benolt - Houma	Benolt	14355		Inside	2 3/8" 4.70# 9CR-80 B7S-8 S/WN Nipple			EA	A		1			0	
Benolt - Houma	Benolt	2920		Inside	2 3/8" 4.70# 9CR-80 B7S-8 S/WN Nipple			EA	A		1			0	
Benolt - Houma	Benolt	2919		Inside	2 3/8" 4.70# 9CR-80 B7S-8 S/WN Nipple			EA	A		1			0	
Benolt - Houma	Benolt	14960		Inside	2 7/8" 6.10# 13CR-85 Echo F-4 BCS Nipple (2.313" P.B.)			EA	A		1			0	
Benolt - Houma	Benolt	13615		Inside	2 7/8" 6.40# 13CR-85 Fox-X Coupling Box / Pin BCS Nipple ( 2.313" PB )			EA	B		2			0	
Benolt - Houma	Benolt	16272		Inside	2 7/8" 6.50# 9CR-80 BCSN EUE 8RD Pin / Pin Nipple (2.313" P.B. / 2.205" No-Go)			EA	B		1			0	
Benolt - Houma	Benolt	17816		Inside	2 7/8" 6.50# 9CR-80 EUE 8RD Pin / Pin BCS Landing Nipple (2.313" P.B.)			EA	B		1			0	
Benolt - Houma	Benolt	17777		Inside	2 7/8" 6.50# 9CR-80 EUE 8RD Pin / Pin BCS Landing Nipple (2.313" P.B.)			EA	B		1			0	
Benolt - Houma	Benolt	15841		Outside	12" UG on Top + 12" C1 + 6" Perforated P (On Btm.)			EA	A		1			0	
Benolt - Houma	Benolt	13966		Inside	2 3/8" 4.70# L80 EUE 8rd Nipple Assembly X 13" w/ WLEG (1.875" P.B. / Nipple)			EA	B		1			0	
Benolt - Houma	Benolt	13591		Inside	2 7/8" 6.50 13CR-85 B7S-8 BCS Nipple Assembly X 25" (12" C/1 Top & Btm.)			EA	B		1			0	
Benolt - Houma	Benolt	19815		Outside	2 7/8" 6.50 13CR-85 B7S-8 BCS Nipple Assembly X 25" (12" C/1 Top & Btm.)			EA	B		1			0	
Benolt - Houma	Benolt	13192		Outside	2 7/8" 6.50# Hyper 13CR-110 B7S-8 BCS Nipple Assembly X 29" (14" C/1's top & bottom)			EA	B		1			0	
Benolt - Houma	Benolt	13061		Outside	2 7/8" 6.50# Hyper 13CR-110 B7S-8 BCS Nipple Assembly X 25" (2.313" P.B.) w/ 12" d/1's top & btm.			EA	B		1			0	
Benolt - Houma	Benolt	14789		Outside	2 7/8" 6.50# L80 B7S-8 BCSN Nipple Assembly X 14" (2.313" P.B.) (P Top & Btm./ 12" Male Shoe on Btm.)			EA	B		1			0	
Benolt - Houma	Benolt	19844		Inside	2 7/8" 6.50# L80 B7S-8 BCSN Nipple Assembly X 25" (2.313" P.B.) PerforDulp			EA	A		1			0	
Benolt - Houma	Benolt	15476		Outside	2 7/8" 7.90# Hyper 13CR-110 B7S-6 BCS Nipple Assembly X 28" (2.188" PB) (w/ 12" C/1 Top & Btm.)			EA	U		2			0	
Benolt - Houma	Benolt	13467		Outside	4 1/2" 15.20# 13CR-110 JFE Lion HES RPT Nipple Assembly X 30" (1.825" P.B.)			EA	A		1			0	
Benolt - Houma	Benolt	20031		Outside	3 1/2" 12.95# Hyper 13CR-110 B7S-6 Perforated Pup Joint X 06"			EA	A		1			0	
Benolt - Houma	Benolt	15336		Inside	3 1/2" 5.30# 13CR-95 B7S-8 Pup Joint X 06" (12" Holes, 6" Center, 90 Degree Phase)			EA	A		1			0	
Benolt - Houma	Benolt	14460		Inside	2 3/8" 4.70# 13CR-85 B7S-8 Pup Joint X 04"			EA	A		1			0	
Benolt - Houma	Benolt	15350		Inside	2 3/8" 4.70# 13CR-85 B7S-8 Pup Joint X 04"			EA	A		1			0	
Benolt - Houma	Benolt	2910		Inside	2 3/8" 4.70# 13CR-85 B7S-8 Pup Joint X 04"			EA	A		1			0	
Benolt - Houma	Benolt	15760		Inside	2 3/8" 4.70# 13CR-85 B7S-8 Pup Joint X 04"			EA	A		1			0	
Benolt - Houma	Benolt	11156		Inside	2 3/8" 4.43# 13CRB5 Echo F4 Pup Joint X 02"			EA	A		1			0	
Benolt - Houma	Benolt	11157		Inside	2 3/8" 4.43# 13CRB5 Echo F4 Pup Joint X 04"			EA	A		1			0	
Benolt - Houma	Benolt	11158		Inside	2 3/8" 4.43# 13CRB5 Echo F4 Pup Joint X 06"			EA	A		1			0	
Benolt - Houma	Benolt	16321		Inside	2 3/8" 4.43# 13CRB5 Echo F4 Pup Joint X 08"			EA	A		1			0	
Benolt - Houma	Benolt	15322		Inside	2 3/8" 4.43# 13CRB5 Echo F4 Pup Joint X 10"			EA	A		1			0	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Benoit - Houma	Benoit	13508		Inside	2 3/8" * 4.60# 13CR-85 STL Pup Joint X 04'			EA	A		1			0	
Benoit - Houma	Benoit	13509		Inside	2 3/8" * 4.60# 13CR-85 STL Pup Joint X 06'			EA	A		1			0	
Benoit - Houma	Benoit	14706		Inside	2 3/8" * 4.60# 13CR-110 STL Pup Joint X 06'			EA	A		1			0	
Benoit - Houma	Benoit	14707		Inside	2 3/8" * 4.60# 13CR-110 STL Pup Joint X 10'			EA	A		1			0	
Benoit - Houma	Benoit	12200		Inside	2 3/8" * 4.60# P-110 STL Pup Joint X 02'			EA	A		1			0	
Benoit - Houma	Benoit	12127		Inside	2 3/8" * 4.60# P-110 STL Pup Joint X 04'			EA	A		5			0	
Benoit - Houma	Benoit	12162		Inside	2 3/8" * 4.60# P-110 STL Pup Joint X 06'			EA	A		1			0	
Benoit - Houma	Benoit	12128		Inside	2 3/8" * 4.60# P-110 STL Pup Joint X 08'			EA	A		1			0	
Benoit - Houma	Benoit	12129		Inside	2 3/8" * 4.60# P-110 STL Pup Joint X 10'			EA	A		1			0	
Benoit - Houma	Benoit	12130		Inside	2 3/8" * 4.60# P-110 STL Pup Joint X 12'			EA	A		2			0	
Benoit - Houma	Benoit	12131		Inside	2 3/8" * 4.60# P-110 STL Pup Joint X 14'			EA	A		1			0	
Benoit - Houma	Benoit	16161		Inside	2 3/8" * 4.70# 13CR-95 B1S-8 Pup Joint X 02'			EA	B		1			0	
Benoit - Houma	Benoit	12126		Inside	2 3/8" * 4.70# L-80 B1S-8 Pup Joint X 06'			EA	B		1			0	
Benoit - Houma	Benoit	19940		Inside	2 3/8" * 4.70# P-110 B1S-8 Pup Joint X 04'			EA	A		1			0	
Benoit - Houma	Benoit	18481		Inside	2 7/8" * 6.50# P-110 B1S-8 Pup Joint X 02'			EA	B		1			0	
Benoit - Houma	Benoit	14959		Inside	2 7/8" * 5.16# 13CR-85 Echo F-4 Pup Joint X 06'			EA	A		1			0	
Benoit - Houma	Benoit	13159		Inside	2 7/8" * 5.16# 13CR-95 Echo F-4 Pup Joint X 02'			EA	A		1			0	
Benoit - Houma	Benoit	13160		Inside	2 7/8" * 5.16# 13CR-95 Echo F-4 Pup Joint X 04'			EA	A		1			0	
Benoit - Houma	Benoit	13161		Inside	2 7/8" * 5.16# 13CR-95 Echo F-4 Pup Joint X 06'			EA	A		1			0	
Benoit - Houma	Benoit	13162		Inside	2 7/8" * 5.16# 13CR-95 Echo F-4 Pup Joint X 08'			EA	A		1			0	
Benoit - Houma	Benoit	13163		Inside	2 7/8" * 5.16# 13CR-95 Echo F-4 Pup Joint X 10'			EA	A		1			0	
Benoit - Houma	Benoit	12063		Inside	2 7/8" * 6.40# 13CR-85 Fox-K T&C Pup Joint X 02'			EA	B		1			0	
Benoit - Houma	Benoit	12088		Inside	2 7/8" * 6.40# 13CR-85 Fox-K T&C Pup Joint X 10'			EA	B		1			0	
Benoit - Houma	Benoit	13150		Inside	2 7/8" * 6.40# 13CR-95 Fox-K Pin / Pin Pup Joint X 06'			EA	A		1			0	
Benoit - Houma	Benoit	13151		Inside	2 7/8" * 6.40# 13CR-95 Fox-K T&C Pup Joint X 02'			EA	A		1			0	
Benoit - Houma	Benoit	13152		Inside	2 7/8" * 6.40# 13CR-95 Fox-K T&C Pup Joint X 04'			EA	A		1			0	
Benoit - Houma	Benoit	13153		Inside	2 7/8" * 6.40# 13CR-95 Fox-K T&C Pup Joint X 06'			EA	A		1			0	
Benoit - Houma	Benoit	13154		Inside	2 7/8" * 6.40# 13CR-95 Fox-K T&C Pup Joint X 08'			EA	A		1			0	
Benoit - Houma	Benoit	13155		Inside	2 7/8" * 6.40# 13CR-95 Fox-K T&C Pup Joint X 10'			EA	A		1			0	
Benoit - Houma	Benoit	20273		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 02'			EA	A		3			0	
Benoit - Houma	Benoit	20269		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 02'			EA	A		1			0	
Benoit - Houma	Benoit	20264		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 02'			EA	A		2			0	
Benoit - Houma	Benoit	20265		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 04'			EA	A		6			0	
Benoit - Houma	Benoit	20270		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 04'			EA	A		1			0	
Benoit - Houma	Benoit	20271		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 04'			EA	A		1			0	
Benoit - Houma	Benoit	20272		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 06'			EA	A		3			0	
Benoit - Houma	Benoit	20266		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 06'			EA	A		4			0	
Benoit - Houma	Benoit	20276		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 08'			EA	A		2			0	
Benoit - Houma	Benoit	20267		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 08'			EA	A		2			0	
Benoit - Houma	Benoit	20272		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 10'			EA	A		2			0	
Benoit - Houma	Benoit	20277		Inside	2 7/8" * 6.40# Hyper 13CR-110 Van F&L Pup Joint X 10'			EA	A		4			0	
Benoit - Houma	Benoit	15022		Inside	2 7/8" * 6.50# 13CR-85 B1S-8 Pup Joint X 06'			EA	B		1			0	
Benoit - Houma	Benoit	17988		Inside	2 7/8" * 6.50# 13CR-95 B1S-8 Pup Joint X 02'			EA	B		1			0	
Benoit - Houma	Benoit	17989		Inside	2 7/8" * 6.50# 13CR-95 B1S-8 Pup Joint X 04'			EA	B		2			0	
Benoit - Houma	Benoit	17976		Inside	2 7/8" * 6.50# 13CR-95 B1S-8 Pup Joint X 04'			EA	B		1			0	
Benoit - Houma	Benoit	17717		Inside	2 7/8" * 6.50# 13CR-95 B1S-8 Pup Joint X 08'			EA	B		1			0	
Benoit - Houma	Benoit	17686		Inside	2 7/8" * 6.50# Hyper 13CR-110 B1S-8 Pup Joint X 02'			EA	A		1			0	
Benoit - Houma	Benoit	6159		Inside	2 7/8" * 6.50# Hyper 13CR-110 B1S-8 Pup Joint X 04'			EA	A		1			0	
Benoit - Houma	Benoit	7351		Inside	2 7/8" * 6.50# Hyper 13CR-110 B1S-8 Pup Joint X 06'			EA	A		1			0	
Benoit - Houma	Benoit	20279		Inside	2 7/8" * 6.50# Hyper 13CR-110 B1S-8 Pup Joint X 08'			EA	A		1			0	
Benoit - Houma	Benoit	20268		Inside	2 7/8" * 6.50# Hyper 13CR-110 B1S-8 Pup Joint X 08'			EA	A		2			0	
Benoit - Houma	Benoit	19842		Inside	2 7/8" * 6.50# L-80 B1S-8 Pup Joint X 02'			EA	B		1			0	
Benoit - Houma	Benoit	19843		Inside	2 7/8" * 6.50# L-80 B1S-8 Pup Joint X 04'			EA	B		1			0	
Benoit - Houma	Benoit	17265		Inside	2 7/8" * 6.50# L-80 B1S-8 Pup Joint X 06'			EA	B		1			0	
Benoit - Houma	Benoit	17821		Inside	2 7/8" * 6.50# L-80 B1S-8 Pup Joint X 08'			EA	B		1			0	
Benoit - Houma	Benoit	6323		Inside	2 7/8" * 6.50# L-80 B1S-8 Pup Joint X 10'			EA	B		1			0	
Benoit - Houma	Benoit	9239		Inside	2 7/8" * 6.50# L-80 B1S-8 Pup Joint X 12'			EA	B		2			0	
Benoit - Houma	Benoit	15710		Inside	2 7/8" * 6.50# L-80 B1S-8 Pup Joint X 15'			EA	B		1			0	
Benoit - Houma	Benoit	18482		Inside	2 7/8" * 6.50# P-110 B1S-8 Pup Joint X 04'			EA	B		1			0	
Benoit - Houma	Benoit	18483		Inside	2 7/8" * 6.50# P-110 B1S-8 Pup Joint X 10'			EA	B		1			0	
Benoit - Houma	Benoit	16628		Inside	2 7/8" * 7.66# 13CR-110 AB-HDL Pup Joint X 02'			EA	A		1			0	
Benoit - Houma	Benoit	13373		Inside	2 7/8" * 7.66# 13CR-95 Echo F-4 Pup Joint X 02'			EA	A		1			0	
Benoit - Houma	Benoit	13849		Inside	2 7/8" * 7.66# Hyper 13CR-110 HDL Pup Joint X 04'			EA	A		1			0	
Benoit - Houma	Benoit	16461		Inside	2 7/8" * 7.66# Hyper 13CR-110 HDL Pup Joint X 02'			EA	B		1			0	
Benoit - Houma	Benoit	15557		Inside	2 7/8" * 7.66# Hyper 13CR-110 HDL Pup Joint X 04'			EA	A		1			0	
Benoit - Houma	Benoit	15558		Inside	2 7/8" * 7.66# Hyper 13CR-110 HDL Pup Joint X 06'			EA	A		4			0	
Benoit - Houma	Benoit	15559		Inside	2 7/8" * 7.66# Hyper 13CR-110 HDL Pup Joint X 08'			EA	A		2			0	
Benoit - Houma	Benoit	15560		Inside	2 7/8" * 7.66# Hyper 13CR-110 HDL Pup Joint X 10'			EA	A		1			0	
Benoit - Houma	Benoit	15560		Inside	2 7/8" * 7.66# Hyper 13CR-110 HDL Pup Joint X 12'			EA	B		1			0	
Benoit - Houma	Benoit	15164		Inside	2 7/8" * 7.66# Hyper 13CR-110 HDL Pup Joint X 2' 6"			EA	A		2			0	
Benoit - Houma	Benoit	15338		Inside	2 7/8" * 7.66# Hyper 13CR-110 STL Pup Joint X 02'			EA	B		1			0	
Benoit - Houma	Benoit	15339		Inside	2 7/8" * 7.66# Hyper 13CR-110 STL Pup Joint X 04'			EA	A		1			0	
Benoit - Houma	Benoit	15340		Inside	2 7/8" * 7.66# Hyper 13CR-110 STL Pup Joint X 06'			EA	A		2			0	
Benoit - Houma	Benoit	15341		Inside	2 7/8" * 7.66# Hyper 13CR-110 STL Pup Joint X 08'			EA	B		1			0	
Benoit - Houma	Benoit	15342		Inside	2 7/8" * 7.66# Hyper 13CR-110 STL Pup Joint X 10'			EA	A		1			0	
Benoit - Houma	Benoit	15343		Inside	2 7/8" * 7.66# Hyper 13CR-110 STL Pup Joint X 12'			EA	B		1			0	
Benoit - Houma	Benoit	15337		Inside	2 7/8" * 7.66# Hyper 13CR-110 STL Pup Joint X 2' 6"			EA	A		2			0	
Benoit - Houma	Benoit	13396		Inside	2 7/8" * 7.70# 13CR-95 Fox-K T&C Pup Joint X 06'			EA	B		1			0	
Benoit - Houma	Benoit	15404		Inside	2 7/8" * 7.70# 13CR-95 Van Ace Pin / Pin Pup Joint X 06'			EA	U		12			0	
Benoit - Houma	Benoit	15403		Inside	2 7/8" * 7.70# 13CR-95 Van Ace T&C Pup Joint X 06'			EA	U		12			0	
Benoit - Houma	Benoit	11343		Inside	2 7/8" * 7.90# Hyper 13CR-110 B1S-6 Pup Joint X 04'			EA	B		1			0	
Benoit - Houma	Benoit	2923		Inside	2 7/8" * 7.90# L-80 B1S-6 Pup Joint X 02'			EA	B		1			0	
Benoit - Houma	Benoit	2911		Inside	2 7/8" * 7.90# L-80 B1S-6 Pup Joint X 04'			EA	A		1			0	
Benoit - Houma	Benoit	16474		Inside	3 1/2" * 10.20# 13CR-95 JFE Bear Pin / Pin Pup Joint X 04' (Not supplied by Benoit)			EA	U		1			0	
Benoit - Houma	Benoit	16475		Inside	3 1/2" * 10.20# 13CR-95 JFE Bear Pin / Pin Pup Joint X 06' (Not supplied by Benoit)			EA	U		1			0	
Benoit - Houma	Benoit	16476		Inside	3 1/2" * 10.20# 13CR-95 JFE Bear T&C Pup Joint X 02' (Not supplied by Benoit)			EA	U		1			0	
Benoit - Houma	Benoit	16477		Inside	3 1/2" * 10.20# 13CR-95 JFE Bear T&C Pup Joint X 08' (Not supplied by Benoit)			EA	U		1			0	

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Benoit - Houma	Benoit	20263		Outside	2 7/8" 6.40H Hyper 13CR-110 Vam FA Tubing X 30"			EA	A		10			0	
Benoit - Houma	Benoit	13894		Outside	2 7/8" 6.50H 13CR-85 B7S-8 Production Tubing X 31"			EA	B		3			0	
Benoit - Houma	Benoit	15351		Outside	2 7/8" 6.50H 13CR-85 B7S-8 Production Tubing X 31"			EA	B		2			0	
Benoit - Houma	Benoit	15352		Outside	2 7/8" 6.68H Hyper 13CR-110 HDH Tubing X 31"			EA	B		5			0	
Benoit - Houma	Benoit	16462		Outside	2 7/8" 7.66H Hyper 13CR-110 HDH Tubing X 31"			EA	B		5			0	
Benoit - Houma	Benoit	15399		Outside	2 7/8" 7.66H Hyper 13CR-110 STL Production Tubing X 31"			EA	A		1			0	
Benoit - Houma	Benoit	13871		Outside	2 7/8" 7.66H Hyper 13CR-110 STL Production Tubing X 31"			EA	U		2			0	
Benoit - Houma	Benoit	20512		Outside	3 1/2" 5.30H 13CR-110 B7S-8 Tubing X 31"			EA	A		1			0	
Benoit - Houma	Benoit	16478		Inside	3 1/2" 10.20H 13CR-95 JFE Bear Couplings (Not supplied by Benoit)			EA	U		2			0	
Benoit - Houma	Benoit	15884		Inside	3 1/2" 10.20H G3-125 Vam Top Coupling			EA	U		3			0	
Benoit - Houma	Benoit	20083		Inside	4 1/2" 15.20H 13CR-110HVP 1 JFE Loin Coupling			EA	A		4			0	
Benoit - Houma	Benoit	20084		Inside	4 1/2" 15.20H 13CR-110HVP 2 JFE Loin Coupling			EA	A		1			0	
Benoit - Houma	Benoit	20092		Inside	4 1/2" 15.20H 13CR-110HVP 2 JFE Loin Coupling			EA	A		1			0	
Benoit - Houma	Benoit	15993		Inside	5 1/2" 2.0H Hyper 13CR-110 JFE Loin Coupling			EA	A		2			0	
Benoit - Houma	Benoit	20063		Inside	5 1/2" 2.0H 13CR-95 JFE Loin Tubing Coupling			EA	A		5			0	
Benoit - Houma	Benoit	20086		Inside	5 1/2" 2.0H 13CR-95 JFE Loin Tubing			EA	A		2			0	
Benoit - Houma	Benoit	11155		Inside	2 3/8" 4.43H 13CR85 Echo F4 Box / Pin Sub X 12"			EA	A		1			0	
Benoit - Houma	Benoit	15984		Inside	2 3/8" 4.70H 13CR-85 B7S-8 Box / Pin Tubing Sub X 06"			EA	A		3			0	
Benoit - Houma	Benoit	15985		Inside	2 3/8" 4.70H 13CR-85 B7S-8 Box / Pin Tubing Sub X 12"			EA	A		1			0	
Benoit - Houma	Benoit	14688		Inside	2 3/8" 4.70H 13CR-95 B7S-8 Box / Pin Sub X 12"			EA	A		1			0	
Benoit - Houma	Benoit	13125		Inside	2 3/8" 4.70H 13CR-95 B7S-8 Box / Pin Sub X 06"			EA	A		2			0	
Benoit - Houma	Benoit	9172		Inside	2 7/8" 6.50H 13CR-85 B7S-8 Box / Pin Sub X 06"			EA	A		1			0	
Benoit - Houma	Benoit	8514		Inside	2 7/8" 6.50H 13CR-85 B7S-8 Pin / Pin Tubing Sub X 12"			EA	B		1			0	
Benoit - Houma	Benoit	10707		Inside	2 7/8" 6.50H 13CR-95 B7S-8 Box / Pin Sub X 06"			EA	A		3			0	
Benoit - Houma	Benoit	10116		Inside	2 7/8" 6.50H 13CR-95 B7S-8 Box / Pin Sub X 12"			EA	A		3			0	
Benoit - Houma	Benoit	12255		Inside	2 7/8" 6.50H L-80 B7S-8 Box / Pin Tubing Sub X 12"			EA	A		1			0	
Benoit - Houma	Benoit	10162		Inside	2 7/8" 6.50H L-80 B7S-8 Box / Pin Tubing Sub X 12"			EA	A		1			0	
Benoit - Houma	Benoit	11365		Inside	2 7/8" 6.50H L-80 B7S-8 Box / Pin Tubing Sub X 12"			EA	A		1			0	
Benoit - Houma	Benoit			Inside	Assembly X 131 (6" P / Ton & Bottom) / 2 7/8" 6.50H 13CR85 B7S-8 Box Crossover			EA	U		1			0	
Benoit - Houma	Benoit	20030		Outside	5 1/2" 2.0H 13CR-95 JFE Loin Box / 4 1/2" 15.20H JFE Loin Pin X-Over Assembly X 12" [10" Pup On Btm.]			EA	A		1			0	
Benoit - Houma	Benoit	13191		Inside	2 7/8" 6.40H 13CR-95 FoxX Cplg. Box / 2 7/8" 6.50H B7S-8 Pin Upper X-Over			EA	A		1			0	
Benoit - Houma	Benoit	15259		Inside	3 1/2" 12.70H Hyper 13CR-110 Vam Top Box / 3 1/2" 12.95H B7S-6 Pin Lower X-Over BCSO Flo-Tool X 14" 18" Prof B7S-8 P/N Damage Box and Long marks			EA	B		1			0	
Benoit - Houma	Benoit	15258		Inside	3 1/2" 12.70H Hyper 13CR-110 Vam Top Box / 3 1/2" 12.70H Vam Top Box Upper X-Over BCSO Flo-Tool X 14" 18" Prof B7S-6 Box			EA	B		1			0	
Core - Mobile	Core Labs	0440486		Core Base Yard (Mobile, AL)	STTL w/ multiquick connect removable stab plate M1.14 position 10 way 5x.05 female npt couplers, 5x.5 female PRVC couplers			EA			1			0	
Core - Mobile	Core Labs	0411301		Core Base Yard (Mobile, AL)	35" Red Dynamic flexible flowline - 5,600 ft.			EA			1			0	
Driquip - Houston	Driquip	2-403845-02	00139733-11	ELD Rack: A83	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE		Vietnam	EA			1			0	
Driquip - Houston	Driquip	2-403845-03	00221025-01	ELD Rack: NPD VR #4	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403845-08	00253012-01	ELD Rack: A85	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403845-03	00242025-01	ELD Rack: NPD VR #4	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403845-03	00242025-01	ELD Rack: A85	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403845-03	00190946-01	ELD Rack: 1219	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-302265-02	00200701-01	HEMP Rack: UNR R30C	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-305315-02	00201338-01	HEMP Rack: UNR R36E	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-304687-05	00203557-01	HEMP Rack: UNR LH FLOOR	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.030" MAX O.D. STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-403663-02	00262483-01	ELD Rack: 1222	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER: 22" O.D. X 1.250" WALL B.W.P. UP AND DOWN, PROFILE MIN. I.D. 18.375", 22.03										

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Driquip - Houston	Driquip	2-410497-04	00253014-01	ELD Rack: NYD A-12	18-3/4" X 14" BIG BORE I CASING HANGER, TYPE SS-15, 14" HYDRIL 523 1115 LB./FT.) BOX DOWN, 12.375" MIN. I.D., API 17D, V. AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, NOBLE QUALITY PLAN QP-Q504-01 XXXX * 18-3/4" X 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE CUSTOMER SUPPLIED 14" O.D. 11.3K, TN-1055, HYDRIL 523 PIN X PIN, 20 FT. LONG * 18-3/4" X 14" CASING HANGER, P/N 2-410497-04, CP12795-02, ITEMS 1-42		MC 479 #1	EA			1			0	
Driquip - Houston	Driquip	2-413138-03	00249305-01	ELD Rack: 1201	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504-01		BBI WELLHEAD SYSTEMS	EA			1			0	
Driquip - Houston	Driquip	2-413138-03	00249305-02	ELD Rack: 1201	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504-01		BBI WELLHEAD SYSTEMS	EA			1			0	
Driquip - Houston	Driquip	2-413137-02	00248266-01	ELD Rack: 1210	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP, MAX. O.D. 30.530", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, UP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504-01		BBI WELLHEAD SYSTEMS	EA			1			0	
Driquip - Houston	Driquip	2-413137-02	00246754-01	ELD Rack: 1210	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP, MAX. O.D. 30.530", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, UP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504-01		BBI WELLHEAD SYSTEMS	EA			1			0	
Driquip - Houston	Driquip	2-413198-02	00260525-01	ELD Rack: NYD CC-6	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP. UP AND DOWN, SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PA-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504-01 XXXX * 22" X 18" BIG BORE I CASING HANGER ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE CUSTOMER SUPPLIED 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., RANGE II, WITH H-90DM/MT PIN BY H-90M/MT BOX * 22" SUPPLEMENTAL ADAPTER, P/N 2-413198-02, CP 12828-04, FROM ITEM 97		GC 40-2	EA		1			0		
Driquip - Houston	Driquip	2-408455-05	00270978-02	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY, TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504-01 XXXX * 22" X 18" BIG BORE I CASING HANGER ADAPTER JOINT FABRICATION CONSISTS OF: * PIPE CUSTOMER SUPPLIED 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., RANGE II, WITH H-90DM/MT PIN BY H-90M/MT BOX * 22" SUPPLEMENTAL ADAPTER, P/N 2-413198-02, CP 12828-04, FROM ITEM 97		MC 519 #3	EA		1			0		
Driquip - Houston	Driquip	2-404172-09	00260131-01	ELD Rack: RISER N-18	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15; 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, HYDRATE DIVERSION SEAL, MIN. I.D. 30.617", MATERIAL CLASS AA, TEMP. V. PSL-3, API-17D, PROFILE FOR OVERPULL SHUT RING, PER NOBLE QP Q504-01 XXXX * 36" WELLHEAD HOUSING JOINT FABRICATION CONSISTS OF: * PIPE CUSTOMER SUPPLIED, QTY 1, 36" O.D. X 2.000" WALL API 5L GRADE X-80, D.S.A.W., RANGE II, WITH H-100DM/MT PIN X PLAIN END * PIPE CUSTOMER SUPPLIED, QTY 1, 36" O.D. X 2.000" WALL API 5L GRADE X-80, D.S.A.W., RANGE II, PEB X PEB * 36" WELLHEAD HOUSING, CP12861-02, P/N 2-404172-09, ITEM 10 * 36" X 28" ADAPTER WITH ANNULUS OUTLET PORTS, CP12863-01, P/N 2-413195-02, ITEM 11 * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: QTY. 1; CP13218-02, P/N 2-413828-02, ITEM 12 * SLOPE INDICATOR MOUNTING BRACKET TO BE INSTALLED: QTY. 1; CP13264-02, P/N 2-413828-02, ITEM 13 * ADAPTER SUB. QTY. 1, CP13147-02, P/N 2-408274-03		GC 40-2	EA		1			0		
Driquip - Houston	Driquip	2-410497-04	00258509-01	ELD Rack: NYD YR #5	18-3/4" X 14" BIG BORE I CASING HANGER, TYPE SS-15, 14" HYDRIL 523 1115 LB./FT.) BOX DOWN, 12.375" MIN. I.D., API 17D, V. AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, NOBLE QUALITY PLAN QP-Q504-01 XXXX * 18-3/4" X 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE CUSTOMER SUPPLIED 14" O.D. 11.3K, TN123HC, HYDRIL 523 PIN X PIN, 20 FT. LONG * 14" CASING HANGER, P/N 2-410497-04, CP12918-02, ITEM 71		MC 339 #1	EA			1			0	
Driquip - Houston	Driquip	2-411317-02	00272883-01	ELD Rack: RISER N-10	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP, MAX. O.D. 30.530", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, UP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504-01 XXXX * 36" X 28" POSITIVE STOP CASING HANGER JOINT FABRICATION CONSISTS OF: * PIPE CUSTOMER SUPPLIED, 28" O.D. X .750" WALL, X-60, APPROX. 40 FT. LONG, PEB X PEB. * 28" CASING HANGER, P/N 2-411317-02, CP12941-01, ITEMS 15; * 28" X 18" BIG BORE II POSITIVE STOP CASING HANGER, 0-10,000 PSI, TYPE SS-10/15, (94.50 - 97 LB./FT.), HYDRIL 511 PIN DOWN, V. AA, PSL-3, WITH 14.590" MIN. I.D., FOR USE WITH WEIGHT SET SEAL ASSEMBLY, NOBLE QUALITY PLAN Q504-01 XXXX * 18" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE CUSTOMER SUPPLIED 18" O.D. X .750" WALL, HYDRIL 511 BOX X PIN, 20 FT. LONG * 18" CASING HANGER, CP12959-01, P/N 2-40784-22		GC 200	EA		1			0		
Driquip - Houston	Driquip	2-404254-05	00257373-01	ELD Rack: A81	18-3/4" SEAL ASSEMBLY, TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13.3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE PER NOBLE QP Q504-01		GC 40-1	EA			1			0	
Driquip - Houston	Driquip	2-404254-05	00273221-01	ELD Rack: A80	18-3/4" SEAL ASSEMBLY, TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13.3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE PER NOBLE QP Q504-01		EA				1			0	
Driquip - Houston	Driquip	2-404254-05	00273221-02	ELD Rack: A80	18-3/4" SEAL ASSEMBLY, TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13.3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE PER NOBLE QP Q504-01		EA				1			0	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Driquip - Houston	Driquip	917254-29	N/A	ELD Rack: A05G	1/2" TON SHACKLE ANCHOR BOLT TYPE: 1-1/2" NOM. FED SPEC RR-C271D, TYPE IVA, GRADE A, CLASS 3, SPECIAL CROSBY P/N 1019631 G-2130 TO MEET GOM CERTIFIED SLING & RIGGING PROCEDURE			EA			32			0	
Driquip - Houston	Driquip	2-408455-05	00274092-02	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT Q504.01			EA			1			0	
Driquip - Houston	Driquip	917446-181	N/A	ELD Rack: F185	HEX HEAD BOLTS, 3/4" - 10 UNRC X 2-1/2" LONG			EA			40			0	
Driquip - Houston	Driquip	2-401350-02	00273205-04	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1			0	
Driquip - Houston	Driquip	2-401350-02	00273205-06	ELD Rack: F191	WELD ON FLANGE FOR 36"/38" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET			EA			1			0	
Driquip - Houston	Driquip	2-401350-02	00273205-08	ELD Rack: F191	22" X 18" BIG BORE II POSITIVE STOP CASING HANGER: MIN. I.D. 16.600" - 18", 117K VAM HDL PIN DOWN, PREP. FOR WEIGHT SET RESILIENT SEAL ASSEMBLY, 5,000 PSI RATED, PSL-3, STD. SERVICE.			EA			1			0	
Driquip - Houston	Driquip	2-413138-06	00262335-05	ELD Rack: NYD YR #2	22" X 18" BIG BORE II POSITIVE STOP CASING HANGER: MIN. I.D. 16.600" - 18", 117K VAM HDL PIN DOWN, PREP. FOR WEIGHT SET RESILIENT SEAL ASSEMBLY, 5,000 PSI RATED, PSL-3, STD. SERVICE. XXXX * 18" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE CUSTOMER SUPPLIED 18", 117 LB/FT. Q125-HP, VAM HDL BOX X PIN, 20 FT. LONG. * 22" X 18" CASING HANGER: P/N 2-413138-06, CPT 3056-02, ITEMS 27-27. 117K VAM HDL PIN DOWN, PREP. FOR WEIGHT SET RESILIENT SEAL ASSEMBLY, 5,000 PSI RATED, PSL-3, STD. SERVICE.		MC 519 #3	EA		1			0		
Driquip - Houston	Driquip	2-413138-06	00275293-03	ELD Rack: NYD YR #3	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING: TYPE SS-15, UPPER PREP FOR CAM ACTUATED RUNNING TOOL, 27" O.D. MANDREL WELLHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "VXVVT" GASKET PREP. UP, 22" O.D. X 1.250" WALL B.W.P., 18-5L0" MIN ID, API 170, V, D0, PSL-3, H25 SERVICE, SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01 XXXX * 18-3/4" HOUSING JOINT FABRICATION CONSISTS OF: * PIPE CUSTOMER SUPPLIED, 22" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W. RANGE II, PER B PREP. FOR WEIGHT SET RESILIENT SEAL ASSEMBLY, 5,000 PSI RATED, PSL-2, STANDARD SERVICE, P/N 2-408892-07, CPT 3113-02, ITEM 25 LIFTING EYE (50 TON), STANDARD DUTY, FOR 17 TON SHACKLE QTY: (30) LEFT TO USE. SUPPLEMENTAL ADAPTER, TYPE SS-15, 36" X 2.000" WALL BUTTWELD PREP. DOWN X 36" X 2.000" WALL BUTTWELD PREP. UP, FOR MOUNTING SLOPE INDICATOR BRACKETS AND ANODES DOWN X 36" X 2.000" WALL BUTTWELD PREP. UP, FOR MOUNTING SLOPE SUPPLEMENTAL ADAPTER, TYPE SS-15, 36" X 2.000" WALL BUTTWELD PREP. DOWN X 36" X 2.000" WALL BUTTWELD PREP. UP, FOR MOUNTING SLOPE INDICATOR BRACKETS AND ANODES DOWN X 36" X 2.000" WALL BUTTWELD PREP. UP, FOR MOUNTING SLOPE INDICATOR BRACKETS AND ANODES 22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01 22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01 SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4" TON LIFTING SHACKLES, NOBLE QUALITY PLAN Q504.01 18-3/4" X 1.4" BIG BORE II CASING HANGER: TYPE SS-15, 14" HYDRIL 523 1115 LB./FT. BOX DOWN, 12.375" MIN. I.D., API 170, V, AA, PSL-3, RATED FOR HIGH TEMPERATURE/HIGH LOAD, NOBLE QUALITY PLAN QP-Q504.01 XXXX * 18-3/4" X 1.4" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE CUSTOMER SUPPLIED 14" O.D., 116R Q125VCY, HYDRIL 523 PIN X PIN, 20 FT. LONG * 18-3/4" X 1.4" CASING HANGER: P/N 2-410497-04, CPT 1327-01, ITEMS 117 22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL TO METAL, 10,000 PSI RATED, (10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS) . H25 SERVICE, NOBLE QUALITY PLAN Q504.01 22" X 18" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.500" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01 22" X 18" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.500" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01 SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01 PART OF CPT 1326-02 INCLUDES A MUDSTICK P/N 2-408899-02, S/N 00249215-03 RETURNED UNUSED ON 4/10/19 IN LOC-001G.	BBIH WELLHEAD SYSTEMS	EA		1			0			
Driquip - Houston	Driquip	2-407284-18	00281043-02	ELD Rack: F209	22" X 18" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.500" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-407284-18	00281043-03	ELD Rack: F209	22" X 18" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.500" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-411654-02	00260134-01	ELD Rack: NYD CC # 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01 PART OF CPT 1326-02 INCLUDES A MUDSTICK P/N 2-408899-02, S/N 00249215-03 RETURNED UNUSED ON 4/10/19 IN LOC-001G.			EA		1			0		

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Driquip - Houston	Driquip	2-415343-06	00304950-01	ELD Rack: F191	38-3/4" X 10-3/4" CASING HANGER, 11-1/2" TENARIS TSH WEDGE 623 DOPELESS (98-20 LB/FT) BOX DOWN X, V, DD, PSL-3, RATED F/HIGH TEMP/HIGH LOAD, F/H25		CUSTOMER PROPERTY	EA			1			0	
Driquip - Houston	Driquip	2-415343-06	00304950-02	ELD Rack: F204	38-3/4" X 10-3/4" CASING HANGER, 11-1/2" TENARIS TSH WEDGE 623 DOPELESS (98-20 LB/FT) BOX DOWN X, V, DD, PSL-3, RATED F/HIGH TEMP/HIGH LOAD, F/H25		CUSTOMER PROPERTY	EA			1			0	
Driquip - Houston	Driquip	2-404191-12	00304837-01	ELD Rack: L71	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP, UP X 22.13" O.D. X .750" WALL BUTTWELD PREP, DOWN, MIN. I.D. 18.250" STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-404191-12	00304837-02	ELD Rack: L71	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 22" O.D. X 1.000" WALL BUTTWELD PREP, UP X 22.13" O.D. X .750" WALL BUTTWELD PREP, DOWN, MIN. I.D. 18.250" STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-404391-07	00304257-01	ELD Rack: A05G	CROSSOVER SWEDGE, WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-404391-07	00304257-02	ELD Rack: A05G	CROSSOVER SWEDGE, WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-404391-07	00304257-03	ELD Rack: A05G	CROSSOVER SWEDGE, WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-404391-07	00304257-04	ELD Rack: A05G	CROSSOVER SWEDGE, WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00304566-01	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00304566-02	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00304566-03	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00304566-04	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00304808-01	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00304808-02	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00304808-03	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00304808-04	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-413337-02	00304834-01	ELD Rack: L69	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP, MAX O.D. 30.530", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, UP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-413337-02	00304834-02	ELD Rack: L70	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP, MAX O.D. 30.530", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, UP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-413337-02	00304834-03	ELD Rack: L75	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP, MAX O.D. 30.530", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, UP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-413337-02	00304834-04	ELD Rack: L70	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD PREP, MAX O.D. 30.530", MIN. I.D. 26.50", WITHOUT FLOWBY, WITH SPLIT LOCKDOWN RING, UP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-413828-02	00305662-03	ELD Rack: NYD CC-9 16	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES, NOBLE QUALITY PLAN Q504.01		DW GOM INVENTORY	EA			1			0	
Driquip - Houston	Driquip	2-413828-02	00305662-01	ELD Rack: NYD CC-9 15	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES, NOBLE QUALITY PLAN Q504.01		DW GOM INVENTORY	EA			1			0	
Driquip - Houston	Driquip	2-413828-02	00305662-02	ELD Rack: NYD CC-9 15	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES, NOBLE QUALITY PLAN Q504.01		DW GOM INVENTORY	EA			1			0	
Driquip - Houston	Driquip	2-415343-06	00306737-01	ELD Rack: F191	38-3/4" X 10-3/4" CASING HANGER, 11-1/2" TENARIS TSH WEDGE 623 DOPELESS (98-20 LB/FT) BOX DOWN X, V, DD, PSL-3, RATED F/HIGH TEMP/HIGH LOAD, F/H25		CUSTOMER PROPERTY	EA			1			0	
Driquip - Houston	Driquip	2-415343-06	00306737-02	ELD Rack: F191	38-3/4" X 10-3/4" CASING HANGER, 11-1/2" TENARIS TSH WEDGE 623 DOPELESS (98-20 LB/FT) BOX DOWN X, V, DD, PSL-3, RATED F/HIGH TEMP/HIGH LOAD, F/H25		CUSTOMER PROPERTY	EA			1			0	
Driquip - Houston	Driquip	2-403350-03	00302338-01	ELD Rack: I-3	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00302338-02	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00302338-03	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00302338-04	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00302338-05	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00302338-06	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00302338-07	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-403350-03	00302338-08	ELD Rack: F191	WELD ON FLANGE FOR 36" WELLHEAD TO ALLOW INSTALLATION OF MOUNTING BRACKET PER NOBLE QP Q504.01		EA			1			0		
Driquip - Houston	Driquip	2-904265-02	N/A	ELD Rack: L16	4" ROV BALL VALVE, 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		EA			1			0		
Driquip - Houston	Driquip	2-904265-02	N/A	ELD Rack: L37	4" ROV BALL VALVE, 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)		EA			1			0		

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Driquip - Houston	Driquip	2-900265-02	N/A	ELD Rack: K100	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0	
Driquip - Houston	Driquip	2-900265-02	N/A	ELD Rack: K100	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0	
Driquip - Houston	Driquip	2-900265-02	N/A	ELD Rack: K100	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0	
Driquip - Houston	Driquip	2-900265-02	N/A	ELD Rack: J46	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0	
Driquip - Houston	Driquip	2-900265-02	N/A	ELD Rack: J31	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0	
Driquip - Houston	Driquip	2-900265-02	N/A	ELD Rack: J31	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0	
Driquip - Houston	Driquip	2-900265-02	N/A	ELD Rack: J31	4" ROV BALL VALVE: 1,000 PSI, WITH PIPE NIPPLE, HAMMER UNION, AND ROV FRIENDLY HANDLE. (ONE (1) 0-600 PSI PRESSURE GAUGE SUPPLIED WITH EVERY FOUR (4) VALVES)			EA			1			0	
Driquip - Houston	Driquip	2-400172-09	00307177-01	ELD Rack: B15G	36" WELHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15; 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE OF Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413195-02	00399769-01	ELD Rack: J92	36" X 28" SUPPLEMENTAL ADAPTER, 36" O.D. X 2.000" WALL BUTTWELDED PREP. FOR 28" SCAB HANGER, 36" O.D. X 2.000" WALL BUTTWELDED PREP. FOR 28" SCAB HANGER, FLOW-BY PORTS AND INTERNAL POSITIVE STOP PROFILE FOR 28" SCAB HANGER, MIN. I.D. 30.240", DAL APPROX. .28" PER NOBLE OF Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413195-02	00299769-02	ELD Rack: L79	UP X 36" O.D. X 2.000" WALL BUTTWELDED PREP. DOWN, WITH TWELVE (12) 4" FLOW-BY PORTS AND INTERNAL POSITIVE STOP PROFILE FOR 28" SCAB HANGER, MIN. I.D. 30.240", DAL APPROX. .28" PER NOBLE OF Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413195-02	00385469-02	ELD Rack: J92	36" X 28" SUPPLEMENTAL ADAPTER, 36" O.D. X 2.000" WALL BUTTWELDED PREP. FOR 28" SCAB HANGER, 36" O.D. X 2.000" WALL BUTTWELDED PREP. FOR 28" SCAB HANGER, FLOW-BY PORTS AND INTERNAL POSITIVE STOP PROFILE FOR 28" SCAB HANGER, MIN. I.D. 30.240", DAL APPROX. .28" PER NOBLE OF Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-406862-07	00301981-02	ELD Rack: RISER N-16	18-3/4" RIGID LOCKDOWN BIG BORE II WELHEAD HOUSING, TYPE SS-15, UPPER PREP. FOR CAM ACTUATED RUNNING TOOL. 27" O.D. MANOREL WELHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "Y"VVT" GASKET PREP. UP .22" O.D. X 1.250" WALL B.W.P., .18-.50" MIN I.D. API 17D, V, DD, PSL-3, H2S SERVICE. SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE OF Q504.01 XXXX * 18-3/4" HOUSING JOINT FABRICATION CONSISTS OF: * PIPE CUSTOMER SUPPLIED, 27" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., RANGE II, PER X PEB * PIPE CUSTOMER SUPPLIED, 27" O.D. X 1.250" WALL, API 5L GRADE X-80, D.S.A.W., RANGE II, PER X H-900M/MT * 18-3/4" WELHEAD HOUSING: P/N 2-406862-07, Q1-4901-06.			EA		1			0		
Driquip - Houston	Driquip	2-406862-07	00301981-03	ELD Rack: D03G	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-411654-02	00307379-01	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-411654-02	00305121-03	ELD Rack: NYD CC-9 8	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-411654-02	00305121-01	ELD Rack: NYD CC-9 15	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-411654-02	00305121-02	ELD Rack: NYD CC-9 15	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-400172-09	00307579-01	ELD Rack: B15G 4	36" WELHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15; 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE OF Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-400172-09	00307579-02	ELD Rack: B15G 4	36" WELHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15; 36" O.D. X 2.000" WALL B.W.P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, HYDRATE DIVERSION SEAL. MIN. I.D. 30.617". MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D. PROFILE FOR OVERPULL SPLIT RING. PER NOBLE OF Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413828-02	00307667-01	ELD Rack: NYD CC-9 18	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413828-02	00307667-03	ELD Rack: NYD CC-9 18	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES, NOBLE QUALITY PLAN Q504.01			EA			1			0	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Driquip - Houston	Driquip	2-413828-02	00307667-02	ELD Rack: NYD CC-9 20	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413828-02	00307667-04	ELD Rack: NYD CC-9 20	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-15/10/10C, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH 3-3/4 TON LIFTING SHACKLES, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408862-07	00303913-02	ELD Rack: E036	38-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP FOR CAM ACTUATED RUNNING TOOL, 27" O.D. MANDREL WELLHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "YAVIT" GASKET PREP, UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 170, V, DD, PSL-3, H25 SERVICE, SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE OP Q504.01			EA		1			0		
Driquip - Houston	Driquip	2-408862-07	00303913-01	ELD Rack: E036	38-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP FOR CAM ACTUATED RUNNING TOOL, 27" O.D. MANDREL WELLHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "YAVIT" GASKET PREP, UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 170, V, DD, PSL-3, H25 SERVICE, SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE OP Q504.01			EA		1			0		
Driquip - Houston	Driquip	2-408641-04	00308005-01	ELD Rack: 1208	38-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP FOR CAM ACTUATED RUNNING TOOL, 27" O.D. MANDREL WELLHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "YAVIT" GASKET PREP, UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 170, V, DD, PSL-3, H25 SERVICE, SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE OP Q504.01	GC 200		EA		1				0	
Driquip - Houston	Driquip	2-408862-07	00305770-01	ELD Rack: E036	38-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP FOR CAM ACTUATED RUNNING TOOL, 27" O.D. MANDREL WELLHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "YAVIT" GASKET PREP, UP, 22" O.D. X 1.250" WALL B.W.P., 18.510" MIN ID, API 170, V, DD, PSL-3, H25 SERVICE, SOLID BENDING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE OP Q504.01			EA		1				0	
Driquip - Houston	Driquip	2-411654-02	00307717-02	ELD Rack: NYD D0-9	SLOPE INDICATOR MOUNTING BRACKET, TYPE SS-10/15, WITH 0-2 DEGREE BULLSEYE, FOR USE ON 36" OR 30" CONDUCTOR PIPE, WITHOUT WELD-ON FLANGE, WITH MUDSTICK INDICATOR ROD, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413195-02	00302846-04	ELD Rack: 142	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413138-03	00308594-03	ELD Rack: 1206	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413138-03	00308594-02	ELD Rack: 1193	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413138-03	00308594-01	ELD Rack: 1193	22" X 18" SUPPLEMENTAL CASING HANGER ADAPTER, 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP, UP AND DOWN, SYSTEM RATED FOR 1.5 MILLION LBS. OF 36" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375" X 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1		0		
Driquip - Houston	Driquip	2-413198-02	00299440-01	ELD Rack: E146	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP, UP AND DOWN, SYSTEM RATED FOR 1.5 MILLION LBS. OF 36" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375" X 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1		0		
Driquip - Houston	Driquip	2-413198-02	00299440-03	ELD Rack: E146	22" X 18" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413195-02	00302846-01	ELD Rack: 114	36" X 28" SUPPLEMENTAL ADAPTER, 36" O.D. X 2.000" WALL BUTTWELD PREP, UP AND DOWN, SYSTEM RATED FOR 1.5 MILLION LBS. OF 36" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375" X 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1		0		
Driquip - Houston	Driquip	2-413195-02	00302846-02	ELD Rack: 121	36" X 28" SUPPLEMENTAL ADAPTER, 36" O.D. X 2.000" WALL BUTTWELD PREP, UP AND DOWN, SYSTEM RATED FOR 1.5 MILLION LBS. OF 36" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375" X 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1		0		
Driquip - Houston	Driquip	2-404191-12	00309096-01	ELD Rack: 1218	38-3/4" SEAL ASSEMBLY, TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408254-05	00309084-01	ELD Rack: A79	38-3/4" BIG BORE WEAR SLEEVE, TYPE SS-15, TO BE RUN WITH 14.507/14.75" DIA. WEAR SLEEVE RUNNING AND RETRIEVING BIT SUBS, UPPER PROFILE WILL WORK WITH SPECIAL B.O.P. TEST TOOL ADAPTER, "J" LUG STYLE, NOBLE QUALITY PLAN Q504.01	MC 519 #3		EA			1			0	
Driquip - Houston	Driquip	2-408632-05	00309099-01	ELD Rack: 1205	38-3/4" BIG BORE WEAR SLEEVE, TYPE SS-15, TO BE RUN WITH 14.507/14.75" DIA. WEAR SLEEVE RUNNING AND RETRIEVING BIT SUBS, UPPER PROFILE WILL WORK WITH SPECIAL B.O.P. TEST TOOL ADAPTER, "J" LUG STYLE, NOBLE QUALITY PLAN Q504.01	MC 519 #3		EA			1			0	
Driquip - Houston	Driquip	2-408632-05	00309099-03	ELD Rack: 1197	38-3/4" BIG BORE WEAR SLEEVE, TYPE SS-15, TO BE RUN WITH 14.507/14.75" DIA. WEAR SLEEVE RUNNING AND RETRIEVING BIT SUBS, UPPER PROFILE WILL WORK WITH SPECIAL B.O.P. TEST TOOL ADAPTER, "J" LUG STYLE, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408632-05	00309099-02	ELD Rack: 1204	38-3/4" BIG BORE WEAR SLEEVE, TYPE SS-15, TO BE RUN WITH 14.507/14.75" DIA. WEAR SLEEVE RUNNING AND RETRIEVING BIT SUBS, UPPER PROFILE WILL WORK WITH SPECIAL B.O.P. TEST TOOL ADAPTER, "J" LUG STYLE, NOBLE QUALITY PLAN Q504.01			EA			1			0	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Driquip - Houston	Driquip	2-408063-08	00309552-01	ELD Rack: F201	18-3/4" X 13-3/8" ADAPTER SLEEVE, TYPE SS-15, TO BE RUN WITH 6-5/8" TOOL JOINT SELECTIVE RETRIEVAL SUB AND 13-3/8" WEAR BUSHING, FOR USE WITH BIG BORE STANDARD BORE WELHEAD SYSTEMS, 7" LUG STYLE, NOBLE QUALITY PLAN Q504.01	GC 40-1		EA			1			0	
Driquip - Houston	Driquip	2-413198-02	00302105-03	ELD Rack: B146	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP, UP AND DOWN, SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA		1			0		
Driquip - Houston	Driquip	2-413198-02	00302105-02	ELD Rack: B146	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP, UP AND DOWN, SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA		1			0		
Driquip - Houston	Driquip	2-413198-02	00302105-04	ELD Rack: B146	22" X 16" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 10,000 PSI, WITH 22" O.D. X 1.250" WALL BUTTWELD PREP, UP AND DOWN, SYSTEM RATED FOR 1.5 MILLION LBS. OF 16" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375", 22.186" MAX O.D., AA, PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA		1			0		
Driquip - Houston	Driquip	2-408641-04	00310224-01	ELD Rack: F187	18-3/4" SELECTABLE BORE PROTECTOR, J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA, NOBLE QUALITY PLAN Q504.01	GC 40-1		EA			1			0	
Driquip - Houston	Driquip	2-405222-03	00303431-01	ELD Rack: D066	18-3/4" SELECTABLE BORE PROTECTOR, J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA, NOBLE QUALITY PLAN Q504.01	GC 40-1		EA			1			0	
Driquip - Houston	Driquip	2-405222-03	00303431-02	ELD Rack: F211	18-3/4" SELECTABLE BORE PROTECTOR, J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-405222-03	00303431-03	ELD Rack: F211	18-3/4" SELECTABLE BORE PROTECTOR, J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-405222-03	00303431-04	ELD Rack: F211	18-3/4" SELECTABLE BORE PROTECTOR, J-TYPE RUNNING AND RETRIEVING TOOL, TYPE SS-15, 6-5/8" API F.H. BOX UP WITH BORE BACK RELIEF BY PIN WITH RELIEF GROOVE, 9.980" MAX. O.D., EXTENDED WEAR AREA, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-404172-09	00310309-01	ELD Rack: B156 2	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15, 36" O.D. X 2.000" WALL BW P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, HYDRATE DIVERSION SEAL, MIN. I.D. 30.617", MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D, PROFILE FOR OVERPULL SHUT RING, PER NOBLE QP Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-404172-09	00310309-02	ELD Rack: B156 2	36" WELLHEAD HOUSING RIGID LOCKDOWN/ANNULUS SHUT-OFF, TYPE SS-15, 36" O.D. X 2.000" WALL BW P. I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, HYDRATE DIVERSION SEAL, MIN. I.D. 30.617", MATERIAL CLASS AA, TEMP. V, PSL-3, API-17D, PROFILE FOR OVERPULL SHUT RING, PER NOBLE QP Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-407284-18	00310048-01	ELD Rack: F200	22" X 16" POSITIVE STOP CASING HANGER, TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.500" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5 MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-407284-18	00310048-02	ELD Rack: F205	22" X 16" POSITIVE STOP CASING HANGER, TYPE SS-10/15, 10,000 PSI, 16" BLANK PIN DOWN, 14.500" MIN. I.D., V, AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELLHEAD SYSTEM, RATED FOR 1.5 MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-407284-18	00310048-03	ELD Rack: F200	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD LOCKDOWN RING, UP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413137-02	00310376-01	ELD Rack: L1	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD LOCKDOWN RING, UP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-413137-02	00310376-02	ELD Rack: L2	36" X 28" POSITIVE STOP CASING HANGER, 28" O.D. X .750" WALL BUTTWELD LOCKDOWN RING, UP SEAL AND O-RING, MONOGRAM PER API 17D, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-410497-03	00310480-03	ELD Rack: F214	18-3/4" X 14" BIG BORE II CASING HANGER, TYPE SS-15, HIGH PRESSURE/HIGH TEMPERATURE, UPPER I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, O.D. PREP. FOR WEIGHT SET METAL-TO-METAL SEAL ASSEMBLY, 14" BLANK BOX, MATERIAL CLASS: AA, TEMP. RATING: V, PSL-3 NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-410497-09	00310480-04	ELD Rack: F199	18-3/4" X 14" CASING HANGER, 14" HYDRIL 5.23 (115 LBS/FT) BOX DOWN X 12.375" MIN ID X . API 17D, V, AA, PSL-3, RATED F/HIGH TEMPERATURE/HIGH LOAD, SPECIAL, F/HIELDWOOD KATMAI			EA			1			0	
					* 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE CUSTOMER SUPPLIED 34", 115 LB/FT QJ25-KCY, 20 FT. LONG, 14" 115# HYDRIL 5.23 (115 LB/FT) BOX DOWN X 12.375" MIN ID X . API 17D, V, AA, PSL-3, RATED F/HIGH TEMPERATURE/HIGH LOAD, SPECIAL, F/HIELDWOOD KATMAI										
Driquip - Houston	Driquip	2-410497-09	00310644-02	ELD Rack: NPD VR #2	18-3/4" X 14" CASING HANGER, 14" HYDRIL 5.23 (115 LB/FT) BOX DOWN X 12.375" MIN ID X . API 17D, V, AA, PSL-3, RATED F/HIGH TEMPERATURE/HIGH LOAD, SPECIAL, F/HIELDWOOD KATMAI	MC 519 #3		EA			1			0	
Driquip - Houston	Driquip	2-410497-09	00310644-03	ELD Rack: F199	18-3/4" X 14" CASING HANGER, 14" HYDRIL 5.23 (115 LB/FT) BOX DOWN X 12.375" MIN ID X . API 17D, V, AA, PSL-3, RATED F/HIGH TEMPERATURE/HIGH LOAD, SPECIAL, F/HIELDWOOD KATMAI			EA			1			0	



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	LOM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Driquip - Houston	Driquip	2-410497-03	00310644-04	ELD Rack: 7213	18-3/4" X 1-1/4" BIG BORE II CASING HANGER, TYPE SS-15, HIGH PRESSURE/HIGH TEMPERATURE, UPPER I.D. PREP FOR CAM ACTUATED RUNNING TOOL, O.D. PREP FOR WEIGHT SET METAL-TO-METAL SEAL ASSEMBLY, 14" BLANK BOX, MATERIAL CLASS: AA, TEMP. RATING: V, PSL-3 NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-410497-03	00310644-01	ELD Rack: 7213	18-3/4" X 1-1/4" BIG BORE II CASING HANGER, TYPE SS-15, HIGH PRESSURE/HIGH TEMPERATURE, UPPER I.D. PREP FOR CAM ACTUATED RUNNING TOOL, O.D. PREP FOR WEIGHT SET METAL-TO-METAL SEAL ASSEMBLY, 14" BLANK BOX, MATERIAL CLASS: AA, TEMP. RATING: V, PSL-3 NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-411338-03	00310737-01	ELD Rack: 7199	22" X 1-1/8" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408632-05	00310618-01	ELD Rack: 7218	18-3/4" BIG BORE WEAR SLEEVE, TYPE SS-15, TO BE RUN WITH 14-50/14.75" DIA. WEAR SLEEVE RUNNING AND RETRIEVING BIT SUBS, UPPER PROFILE WILL WORK WITH SPECIAL B.O.P. TEST TOOL ADAPTER, 7" LUG STYLE, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408641-04	00310754-01	ELD Rack: 7187	18-3/4" X 13-3/8" BUSHING SLEEVE, TYPE SS-15, FOR H25, TO BE RUN WITH MULTIPLE RUNNING AND RETRIEVING SUBS (22.25" DIA), BIT RUNNABLE, OVERPULL SPLIT RING PER NOBLE QP Q504.01	GC 40-1		EA			1			0	
Driquip - Houston	Driquip	2-408063-08	00310622-01	ELD Rack: 7206	18-3/4" X 13-3/8" ADAPTER SLEEVE, TYPE SS-15, TO BE RUN WITH 6-5/8" TOOL JOINT SELECTIVE RETRIEVAL SUB AND 13-3/8" WEAR BUSHING, FOR USE WITH BIG BORE OR STANDARD BORE WELLHEAD SYSTEMS, 7" LUG STYLE, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408063-08	00310622-02	ELD Rack: 7206	18-3/4" X 13-3/8" ADAPTER SLEEVE, TYPE SS-15, TO BE RUN WITH 6-5/8" TOOL JOINT SELECTIVE RETRIEVAL SUB AND 13-3/8" WEAR BUSHING, FOR USE WITH BIG BORE OR STANDARD BORE WELLHEAD SYSTEMS, 7" LUG STYLE, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-404191-12	00310874-03	ELD Rack: K53	1.000" WALL BUTTWELD PREP, UP X 22.13" O.D. X 7.50" WALL BUTTWELD PREP, DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-404191-12	00310874-02	ELD Rack: K53	1.000" WALL BUTTWELD PREP, UP X 22.13" O.D. X 7.50" WALL BUTTWELD PREP, DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-404191-12	00310874-01	ELD Rack: L86	1.000" WALL BUTTWELD PREP, UP X 22.13" O.D. X 7.50" WALL BUTTWELD PREP, DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-404191-12	00310819-01	ELD Rack: K67	1.000" WALL BUTTWELD PREP, UP X 22.13" O.D. X 7.50" WALL BUTTWELD PREP, DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-404191-12	00310819-02	ELD Rack: K67	1.000" WALL BUTTWELD PREP, UP X 22.13" O.D. X 7.50" WALL BUTTWELD PREP, DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-404191-12	00310819-03	ELD Rack: 7204	1.000" WALL BUTTWELD PREP, UP X 22.13" O.D. X 7.50" WALL BUTTWELD PREP, DOWN, MIN. I.D. 18.250", STANDARD SERVICE PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-411338-03	00310814-02	ELD Rack: F192	PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-411338-03	00310814-03	ELD Rack: 7213	22" X 1-1/8" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-411338-03	00310814-04	ELD Rack: 7213	22" X 1-1/8" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-411338-03	00310814-01	ELD Rack: F192	22" X 1-1/8" SUPPLEMENTAL CASING HANGER, TYPE SS-15, 18" BLANK PIN DOWN, PSL-3, WITH BIG BORE II, MONOGRAM PER API 170, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408662-07	00310833-01	ELD Rack: 6036	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP FOR CAM ACTUATED RUNNING TOOL, 27" O.D. MANDREL WELLHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "YAVVT" GASKET PREP, UP, 22" O.D. X 12.50" WALL B.W.P., 18.50" MIN I.D. API 170, V, 100, PSL-3, 145 SERVICE, SOLID BEARING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408662-07	00310833-03	ELD Rack: 6036	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP FOR CAM ACTUATED RUNNING TOOL, 27" O.D. MANDREL WELLHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "YAVVT" GASKET PREP, UP, 22" O.D. X 12.50" WALL B.W.P., 18.50" MIN I.D. API 170, V, 100, PSL-3, 145 SERVICE, SOLID BEARING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408662-07	00310833-04	ELD Rack: 6036	18-3/4" RIGID LOCKDOWN BIG BORE II WELLHEAD HOUSING, TYPE SS-15, UPPER PREP FOR CAM ACTUATED RUNNING TOOL, 27" O.D. MANDREL WELLHEAD PROFILE COMPATIBLE WITH HD-H4 CONNECTOR, WITH INCONEL "YAVVT" GASKET PREP, UP, 22" O.D. X 12.50" WALL B.W.P., 18.50" MIN I.D. API 170, V, 100, PSL-3, 145 SERVICE, SOLID BEARING REACTION RING, EXTRA LOCK-DOWN GROOVES, OVERPULL SPLIT RING PER NOBLE QP Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408455-05	00311226-01	ELD Rack: A83	22" X 1-1/8" BIG BORE II SEAL ASSEMBLY, TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408455-05	00311226-03	ELD Rack: A81	22" X 1-1/8" BIG BORE II SEAL ASSEMBLY, TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Driquip - Houston	Driquip	2-408455-05	00311226-04	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408524-05	00303429-01	ELD Rack: F190	18-3/4" STABILIZER SUB, TYPE SS-15, 7-5/8" API REG, DOWN X 7-5/8" API REG, BOX UP, TO BE RUN WITH 14.50714"75" 2-40832-05 WEAR SLEEVE AND 2-40825-06 BIT SUB, NOBLE QUALITY PLAN Q504.01		MC 519 #3	EA			1			0	
Driquip - Houston	Driquip	2-408524-05	00303429-02	ELD Rack: F208	18-3/4" STABILIZER SUB, TYPE SS-15, 7-5/8" API REG, DOWN X 7-5/8" API REG, BOX UP, TO BE RUN WITH 14.50714"75" 2-40832-05 WEAR SLEEVE AND 2-40825-06 BIT SUB, NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408524-05	00303429-03	ELD Rack: F208	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE PER NOBLE QP Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-402254-05	00311715-01	ELD Rack: A80	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE PER NOBLE QP Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-402254-05	00311715-03	ELD Rack: A79	18-3/4" X 13-3/8" ADAPTER SLEEVE, TYPE SS-15, TO BE RUN WITH 6-5/8" TOOL JOINT, SELECTIVE RETRIEVAL SUB AND 13-3/8" WEAR BUSHING, FOR USE WITH 18-3/4" SEAL ASSEMBLY, TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE PER NOBLE QP Q504.01		MC 519 #3	EA		1			0		
Driquip - Houston	Driquip	2-408063-08	00312053-01	ELD Rack: F185	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408455-05	00312112-02	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408455-05	00312112-03	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408455-05	00312112-04	ELD Rack: A81	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-408455-05	00312112-01	ELD Rack: A81	22" X 18" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PN DOWN, 14,500" MIN. I.D., V. AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-407284-18	00312260-01	ELD Rack: F194	22" X 18" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PN DOWN, 14,500" MIN. I.D., V. AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-407284-18	00312260-02	ELD Rack: F194	22" X 18" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PN DOWN, 14,500" MIN. I.D., V. AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-407284-18	00312402-01	ELD Rack: F183	18-3/4" X 14" CASING HANGER, 14" HYDRIL S23 (115 LBS/FT) BOX DOWN X 12.375" MIN I.D. X .491270, V. AA, PSL-3, RATED HIGH TEMPERATURE/HIGH LOAD, SPECIAL, F/HELDWOOD KATMAI			EA			1			0	
Driquip - Houston	Driquip	2-410497-09	00312456-01	ELD Rack: WVD YR #3	* 14" CASING HANGER JOINT BUCK-UP CONSISTS OF: * PIPE CUSTOMER SUPPLIED 34", 115 LB/FT, QD25-KCY, 20 FT. LONG, 14" 115# HYD S23 PNX 13-5/8" 88.2 LB/FT VAM SUB JPN, * 14" CASING HANGER, P/N 2-410497-09, QD1534-03, ITEM 33			EA		1			0		
Driquip - Houston	Driquip	2-410497-03	00312508-01	ELD Rack: F184	18-3/4" X 14" BIG BORE II CASING HANGER: TYPE SS-15, HIGH PRESSURE/HIGH TEMPERATURE, UPPER I.D. PREP. FOR CAM ACTUATED RUNNING TOOL, O.D. PREP. FOR WEIGHT SET METAL-TO-METAL SEAL ASSEMBLY, 14" BLANK BOX, MATERIAL CLASS: AA, TEMP. RATING: V. PSL-3 NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-402254-05	00312161-03	ELD Rack: A84	22" X 18" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PN DOWN, 14,500" MIN. I.D., V. AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-407284-18	00312568-01	ELD Rack: F220	22" X 18" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PN DOWN, 14,500" MIN. I.D., V. AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-407284-18	00312568-02	ELD Rack: F186	22" X 18" POSITIVE STOP CASING HANGER: TYPE SS-10/15, 10,000 PSI, 16" BLANK PN DOWN, 14,500" MIN. I.D., V. AA, PSL-3, FOR USE WITH 16" OR 16.125" NOMINAL O.D. CASING, FOR USE WITH BIG BORE II WELHEAD SYSTEM, RATED FOR 1.5-MILLION LBS. OF CASING AND 10,000 PSI PER NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-407284-18	00312568-03	ELD Rack: F220	CROSSOVER SWEDGE - WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X 1.750" WALL BUTTWELD PREP UP NOBLE QUALITY PLAN Q504.01			EA			1			0	
Driquip - Houston	Driquip	2-404391-07	00312616-01	ELD Rack: A05G	4" NIPPLE PIPE FOR ANNULUS VENTING VALVE ASSEMBLY - 4" WPT MALE CONNECTION ONE END, 7" SLOT INTERFACE ONE END			EA			1			0	
Driquip - Houston	Driquip	2-409052-02	IN CP FILE	ELD Rack: F207	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE PER NOBLE QP Q504.01			EA			10			0	
Driquip - Houston	Driquip	2-402254-05	00313001-01	ELD Rack: A84	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13-3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H2S SERVICE PER NOBLE QP Q504.01			EA			1			0	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Driquip - Houston	Driquip	2-408455-05	00313180-02	ELD Rack: A83	22" X 18" BIG BORE II SEAL ASSEMBLY: TYPE SS-10/15/20, WEIGHT SET RESILIENT SEAL, PSL-2, STANDARD SERVICE, RATED 5,000 PSI, NOBLE QUALITY PLAN, Q204.01			EA			1			0	
Driquip - Houston	Driquip	2-413573-02	0031356-01	ELD Rack: F204	18-3/4" X 10-3/4" GEN II CASING HANGER LOCK-DOWN SLEEVE, 15,000 PSI, TYPE SS-15, MIN. 9.262" I.D. TEMP. V. MAT'L CLASS DD, PSL-3, FOR H25, 2000 KP RATED LOCK-DOWN CAPACITY, INCONEL CLADDED TREE SEAL INTERFACE, HIGH TEMPERATURE/HIGH LOAD SHOULDER, NOBLE QUALITY PLAN Q204.01		GC 40-1	EA		1			0		
Driquip - Houston	Driquip	2-404391-07	00313801-02	ELD Rack: F203	CROSSOVER SWEDGE, WITH 22" X 1.000" WALL BUTTWELD PREP DOWN X 22.13" X .750" WALL BUTTWELD PREP UP, NOBLE QUALITY PLAN Q204.01			EA		1			0		
Driquip - Houston	Driquip	2-413158-02	00309922-01	ELD Rack: B146	22" X 18" BIG BORE II SUPPLEMENTAL CASING HANGER ADAPTER, 10,000 PSI, W/2000 KP RATED LOCK-DOWN CAPACITY, INCONEL CLADDED TREE SEAL INTERFACE, FOR 1.5 MILLION LBS. OF 46" CASING AND 10,000 PSI, WITH WELD MOLD INLAY ON LOAD PROFILE, MIN. I.D. 18.375" - 22.186" MAX O.D., AA PSL-3, STANDARD SERVICE PER NOBLE QUALITY PLAN Q204.01			EA		1			0		
Driquip - Houston	Driquip	2-411888-07	00315155-01	ELD Rack: A83	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS			EA		1			0		
Driquip - Houston	Driquip	2-411888-07	00315155-02	ELD Rack: A83	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS			EA		1			0		
Driquip - Houston	Driquip	2-411888-07	00316049-01	ELD Rack: A79	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS			EA		1			0		
Driquip - Houston	Driquip	2-411888-07	00315506-01	ELD Rack: A82	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS			EA		1			0		
Driquip - Houston	Driquip	2-411888-07	00315506-02	ELD Rack: A82	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS			EA		1			0		
Driquip - Houston	Driquip	2-411888-07	00317848-01	ELD Rack: A79	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS			EA		1			0		
Driquip - Houston	Driquip	2-411888-07	00317848-02	ELD Rack: A79	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS			EA		1			0		
Driquip - Houston	Driquip	2-411888-07	00317848-03	ELD Rack: A79	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS			EA		1			0		
Driquip - Houston	Driquip	2-411888-07	00317848-04	ELD Rack: A79	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS			EA		1			0		
Driquip - Houston	Driquip	2-411888-07	00317848-05	ELD Rack: A79	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS			EA		1			0		
Driquip - Houston	Driquip	2-411888-07	00317848-06	ELD Rack: A79	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS			EA		1			0		
Driquip - Houston	Driquip	2-404254-05	00319512-01	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13.3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q204.01			EA		1			0		
Driquip - Houston	Driquip	2-404254-05	00319512-02	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13.3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q204.01			EA		1			0		
Driquip - Houston	Driquip	2-404254-05	00319512-03	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13.3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q204.01			EA		1			0		
Driquip - Houston	Driquip	2-404254-05	00319512-04	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13.3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q204.01			EA		1			0		
Driquip - Houston	Driquip	2-404254-05	00319512-05	ELD Rack: A82	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13.3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q204.01			EA		1			0		
Driquip - Houston	Driquip	2-409052-02	IN CP FILE	ELD Rack: F221	4" NIPPLE PIPE FOR ANNULUS VENTING VALVE ASSEMBLY, 4" NPT MALE CONNECTION ONE END, 1" SLOT INTERFACE ONE END			EA		26			0		
Driquip - Houston	Driquip	2-404254-05	00320731-01	ELD Rack: A85	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13.3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q204.01			EA		1			0		
Driquip - Houston	Driquip	2-404254-05	00320731-02	ELD Rack: A85	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13.3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q204.01			EA		1			0		
Driquip - Houston	Driquip	2-404254-05	00320731-03	ELD Rack: A85	18-3/4" SEAL ASSEMBLY: TYPE SS-15, 15,000 PSI FOR ALL HANGERS 13.3/8" AND SMALLER, WEIGHT SET DUAL METAL-TO-METAL SEALS, INCLUDES OUTER LOCK RING, H25 SERVICE PER NOBLE QP Q204.01			EA		1			0		
Driquip - Houston	Driquip	2-414283-02	00313146-01	ELD Rack: F205	22" X 18" BIG BORE II SEAL ASSEMBLY: WEIGHT SET METAL-TO-METAL, 10,000 PSI RATED, 10,000 PSI RATED WITH REDUCED CASING WEIGHT REQUIREMENTS		MC S19 P3	EA		1			0		
Driquip - Houston	Driquip	2-408468-02	00299282-01	ELD Rack: D036	18-3/4" BIG BORE II WELLHEAD HOUSING, 15,000 PSI, TYPE SS-15, 22" X 1.500" BUTTWELD PREP DOWN X HD-H4 PROFILE W/INCONEL VXA-VT GSKT PREP UP, V, DD, PSL-3, F/H25, W/OVER-PULL SPLIT RING RIGID LOCK-DOWN, 8 HYDRATE DIVERSION SEAL, SPECIAL, WITHOUT FLOWBY, W/EXTRA LOCK-DOWN GROOVES		KATMAHF, GC 40P 3, OSC-G-34536	EA		1			0		
Driquip - Houston	Driquip	2-408468-02	00299282-02	ELD Rack: D036	18-3/4" BIG BORE II WELLHEAD HOUSING, 15,000 PSI, TYPE SS-15, 22" X 1.500" BUTTWELD PREP DOWN X HD-H4 PROFILE W/INCONEL VXA-VT GSKT PREP UP, V, DD, PSL-3, F/H25, W/OVER-PULL SPLIT RING RIGID LOCK-DOWN, 8 HYDRATE DIVERSION SEAL, WITHOUT FLOWBY, W/EXTRA LOCK-DOWN GROOVES		KATMAHF, GC 40P 3, OSC-G-34536	EA		1			0		
Driquip - Houston	Driquip	240559-02	00306162-01	ELD Rack: F128	ANTI-ROTATION/CAM REACTION PLATE ASSEMBLY FOR 30" QUIK-JAY "81V".		MEXICO	EA		1			0		

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lb)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Franks - Lafayette	Franks International	128039		Rack No. BP98L1	22 INCH 1.5 LB X80 DQ,B/P, 97/9933		Karma East Noble	EA			1	61.73		0		
Franks - Lafayette	Franks International	128039		Rack No. BP98L1	22 INCH 1.5 LB X80 DQ,B/P, 97/9933		Karma East Noble	EA			1	61.82		0		
Franks - Lafayette	Franks International	128040		Rack No. BP98L1	22 INCH 1.5 LB X80 DQ,B/P, 97/9933		Karma East Noble	EA			1	61.84		0		
Franks - Lafayette	Franks International	128042		Rack No. BP98L1	22 INCH 1.5 LB X80 DQ,B/P, 47/9933		Karma East Noble	EA			1	61.68		0		
Franks - Lafayette	Franks International	128043		Rack No. BP98L1	22 INCH 1.5 LB X80 DQ,B/P, 47/9933		Karma East Noble	EA			1	61.84		0		
Franks - Lafayette	Franks International	128044		Rack No. BP98L1	22 INCH 1.5 LB X80 DQ,B/P, 77/9933		Karma East Noble	EA			1	61.81		0		
Franks - Lafayette	Franks International	128045		Rack No. BP98L1	22 INCH 1.5 LB X80 DQ,B/P, 14/75933		Karma East Noble	EA			1	61.71		0		
Franks - Lafayette	Franks International	128047		Rack No. BP98L1	22 INCH 1.5 LB X80 DQ,B/P, 13/75933		Karma East Noble	EA			1	61.76		0		
Franks - Lafayette	Franks International	128048		Rack No. BP98L1	22 INCH 1.5 LB X80 DQ,B/P, 27/9933		Karma East Noble	EA			1	61.86		0		
Franks - Lafayette	Franks International	128049		Rack No. BP98L1	22 INCH 1.5 LB X80 DQ,B/P, 11/75933		Karma East Noble	EA			1	61.72		0		
Franks - Lafayette	Franks International	128447		Rack No. QR13	22 INCH 1.5 LB X80 DQ,B/P, 30/75933		TA-09 (ORLOV)	EA			1	61.72		0		
Franks - Lafayette	Franks International	129447		Rack No. QR13	36 INCH 1.5 LB X65 DQ,B/P,X/O, 37/6563		TA-09 (ORLOV)	EA			1	42.34		0		
Franks - Lafayette	Franks International	137388		Rack No. QRPRD01.7	36 INCH 1.5 LB X65 PLAIN,		GREEN CANYON 200	EA			1	12.13		0		
Franks - Lafayette	Franks International	137711		Rack No. QR1L2	22 INCH 1.25 LB X60 DQ,B/P, 21/74796		TA-09 (ORLOV)	EA			1	81.97		0		
Franks - Lafayette	Franks International	81565		Rack No. BP97L4	22 INCH 1.1 LB X80 DQ,B/P,X/O, 5/71719		TA-09 (ORLOV)	EA			1	41.74		0		
Franks - Lafayette	Franks International	137653		Rack No. QRFXCELNE	36 INCH 1.5 LB X65 PLAIN,		TA-09 (ORLOV)	EA			1	12.15		0		
Franks - Lafayette	Franks International	135057		Rack No. QRN1	22 INCH 1.1 LB X80 DQ,B/P, 46/76883		GENOVESA	EA			1	42.95		0		
Franks - Lafayette	Franks International	130536		Rack No. QR1S.2	22 INCH 1.1 LB X80 DQ,B/P, 114/76883		GENOVESA	EA			1	41.47		0		
Franks - Lafayette	Franks International	129462		Rack No. QR1L3	36 INCH 1.5 LB X65 DQ,B/IRV, 1/76981		GENOVESA	EA			1	41.19		0		
Franks - Lafayette	Franks International	137458		Rack No. QR1L3	36 INCH 2 LB X70 DQ,B/P,X/O, 4/76981		GENOVESA	EA			1	42		0		
Franks - Lafayette	Franks International	88165		Rack No. QRPRD01.2	36 INCH 1.5 LB X65 DQ,B/P, 47/74200		GENOVESA	EA			1	42		0		
Franks - Lafayette	Franks International	137382		Rack No. QRPRD01.2	36 INCH 1.5 LB X65 DQ,B/P, 9/76927		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	132394		Rack No. QRPRD01.2	36 INCH 1.5 LB X65 DQ,B/IRV, 9/76927		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	132394		Rack No. QRPRD01.2	36 INCH 1.5 LB X65 DQ,B/IRV, 9/76927		ORLOV II	EA			1	40.81		0		
Franks - Lafayette	Franks International	132408		Rack No. QRPRD01.2	36 INCH 1.5 LB X65 DQ,B/P, 67/6927		ORLOV II	EA			1	41.92		0		
Franks - Lafayette	Franks International	132409		Rack No. QRPRD01.2	36 INCH 1.5 LB X65 DQ,B/P, 57/6927		ORLOV II	EA			1	41.9		0		
Franks - Lafayette	Franks International	137571		Rack No. QRPRD01.1	36 INCH 2 LB X70 PLAIN,		ORLOV II	EA			1	39.95		0		
Franks - Lafayette	Franks International	137572		Rack No. QRPRD01.1	36 INCH 2 LB X70 PLAIN,		ORLOV II	EA			1	39.93		0		
Franks - Lafayette	Franks International	137573		Rack No. QRPRD01.2	36 INCH 2 LB X70 DQ,B/P, 2/76927		ORLOV II	EA			1	41.05		0		
Franks - Lafayette	Franks International	137574		Rack No. QRPRD01.2	36 INCH 2 LB X70 DQ,B/P, 17/6927		ORLOV II	EA			1	41.09		0		
Franks - Lafayette	Franks International	137575		Rack No. QRPRD01.2	36 INCH 2 LB X70 DQ,B/P, 17/6927		ORLOV II	EA			1	41.09		0		
Franks - Lafayette	Franks International	137576		Rack No. QRPRD01.2	36 INCH 2 LB X70 DQ,B/P, 3/76927		ORLOV II	EA			1	42.1		0		
Franks - Lafayette	Franks International	135208		Rack No. QRMSL	28 INCH 0.75 LB X60 PLAIN,		ORLOV II	EA			1	40.1		0		
Franks - Lafayette	Franks International	135309		Rack No. QRMSL	28 INCH 0.75 LB X60 PLAIN,		ORLOV II	EA			1	40.04		0		
Franks - Lafayette	Franks International	135389		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 17/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135390		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 7/6928		ORLOV II	EA			1	41.98		0		
Franks - Lafayette	Franks International	135391		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 107/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135392		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 117/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135393		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 117/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135394		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 22/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135395		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 22/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135396		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 147/6928		ORLOV II	EA			1	41.94		0		
Franks - Lafayette	Franks International	135457		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 267/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135458		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 217/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135459		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 187/6928		ORLOV II	EA			1	41.94		0		
Franks - Lafayette	Franks International	135460		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 247/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135461		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 247/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135462		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 147/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135463		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 297/6928		ORLOV II	EA			1	41.89		0		
Franks - Lafayette	Franks International	135464		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 197/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135465		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 207/6928		ORLOV II	EA			1	41.05		0		
Franks - Lafayette	Franks International	135466		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 327/6928		ORLOV II	EA			1	41.93		0		
Franks - Lafayette	Franks International	135467		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 327/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135468		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 327/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135469		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 317/6928		ORLOV II	EA			1	41.92		0		
Franks - Lafayette	Franks International	135470		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 317/6928		ORLOV II	EA			1	41.92		0		
Franks - Lafayette	Franks International	135471		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 337/6928		ORLOV II	EA			1	41.88		0		
Franks - Lafayette	Franks International	135472		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 417/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135473		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 307/6928		ORLOV II	EA			1	41.87		0		
Franks - Lafayette	Franks International	135474		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 287/6928		ORLOV II	EA			1	41.94		0		
Franks - Lafayette	Franks International	135475		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 477/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135476		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 397/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135477		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 347/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135478		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 347/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135506		NA	28 INCH 0.75 LB X60 DQ,B/P, 637/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135523		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 8/6928		ORLOV II	EA			1	41.98		0		
Franks - Lafayette	Franks International	135524		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 467/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135525		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 447/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135526		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 457/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135527		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 437/6928		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135528		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 367/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135529		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 367/6928		ORLOV II	EA			1	41.89		0		
Franks - Lafayette	Franks International	135530		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 437/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135531		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 407/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135532		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 537/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135533		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 507/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135534		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 527/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135535		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 487/6928		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135536		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 567/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135537		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 517/6928		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135538		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 517/6928		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135539		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 557/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135541		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 587/6928		ORLOV II	EA			1	41.95		0		
Franks - Lafayette	Franks International	135542		NA	28 INCH 0.75 LB X60 DQ,B/P, 597/6928		ORLOV II	EA			1	41.96		0		
Franks - Lafayette	Franks International	135544		NA	28 INCH 0.75 LB X60 DQ,B/P, 627/6928		ORLOV II	EA			1	41		0		
Franks - Lafayette	Franks International	135545		Rack No. QR7M4	28 INCH 0.75 LB X60 DQ,B/P, 577/6928		ORLOV II	EA			1	41.97		0		
Franks - Lafayette	Franks International	135561														



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Facility	Facility Owner	Serial No.	Item Number	Item Description	Location	Project Name	Project Number	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wks. Net Value
Franks - Lafayette	Franks International	130096			Rack No. QRLS52	OROLV II		EA		1			0	
Franks - Lafayette	Franks International	130099		22 INCH 1 LB X80 DQ,B/P, 20/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130099		22 INCH 1 LB X80 DQ,B/P, 4/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130099		22 INCH 1 LB X80 DQ,B/P, 18/76929	Rack No. QRLS52	OROLV II		EA			41.45		41.45	
Franks - Lafayette	Franks International	130099		22 INCH 1 LB X80 DQ,B/P, 19/76929	Rack No. QRLS52	OROLV II		EA			41.47		41.47	
Franks - Lafayette	Franks International	130099		22 INCH 1 LB X80 DQ,B/P, 3/76929	Rack No. QRLS52	OROLV II		EA			41.47		41.47	
Franks - Lafayette	Franks International	130099		22 INCH 1 LB X80 DQ,B/P, 11/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130099		22 INCH 1 LB X80 DQ,B/P, 17/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130511		22 INCH 1 LB X80 DQ,B/P, 13/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130512		22 INCH 1 LB X80 DQ,B/P, 8/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130512		22 INCH 1 LB X80 DQ,B/P, 1/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130514		22 INCH 1 LB X80 DQ,B/P, 5/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130515		22 INCH 1 LB X80 DQ,B/P, 6/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130516		22 INCH 1 LB X80 DQ,B/P, 7/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130517		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.47		41.47	
Franks - Lafayette	Franks International	130518		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130519		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130520		22 INCH 1 LB X80 DQ,B/P, 13/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130521		22 INCH 1 LB X80 DQ,B/P, 8/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130522		22 INCH 1 LB X80 DQ,B/P, 1/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130523		22 INCH 1 LB X80 DQ,B/P, 5/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130524		22 INCH 1 LB X80 DQ,B/P, 6/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130525		22 INCH 1 LB X80 DQ,B/P, 7/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130526		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.47		41.47	
Franks - Lafayette	Franks International	130527		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130528		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130529		22 INCH 1 LB X80 DQ,B/P, 13/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130530		22 INCH 1 LB X80 DQ,B/P, 8/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130531		22 INCH 1 LB X80 DQ,B/P, 1/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130532		22 INCH 1 LB X80 DQ,B/P, 5/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130533		22 INCH 1 LB X80 DQ,B/P, 6/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130534		22 INCH 1 LB X80 DQ,B/P, 7/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130535		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.47		41.47	
Franks - Lafayette	Franks International	130536		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130537		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130538		22 INCH 1 LB X80 DQ,B/P, 13/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130539		22 INCH 1 LB X80 DQ,B/P, 8/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130540		22 INCH 1 LB X80 DQ,B/P, 1/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130541		22 INCH 1 LB X80 DQ,B/P, 5/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130542		22 INCH 1 LB X80 DQ,B/P, 6/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130543		22 INCH 1 LB X80 DQ,B/P, 7/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130544		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.47		41.47	
Franks - Lafayette	Franks International	130545		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130546		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130547		22 INCH 1 LB X80 DQ,B/P, 13/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130548		22 INCH 1 LB X80 DQ,B/P, 8/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130549		22 INCH 1 LB X80 DQ,B/P, 1/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130550		22 INCH 1 LB X80 DQ,B/P, 5/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130551		22 INCH 1 LB X80 DQ,B/P, 6/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130552		22 INCH 1 LB X80 DQ,B/P, 7/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130553		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.47		41.47	
Franks - Lafayette	Franks International	130554		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130555		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130556		22 INCH 1 LB X80 DQ,B/P, 13/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130557		22 INCH 1 LB X80 DQ,B/P, 8/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130558		22 INCH 1 LB X80 DQ,B/P, 1/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130559		22 INCH 1 LB X80 DQ,B/P, 5/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130560		22 INCH 1 LB X80 DQ,B/P, 6/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130561		22 INCH 1 LB X80 DQ,B/P, 7/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130562		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.47		41.47	
Franks - Lafayette	Franks International	130563		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130564		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130565		22 INCH 1 LB X80 DQ,B/P, 13/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130566		22 INCH 1 LB X80 DQ,B/P, 8/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130567		22 INCH 1 LB X80 DQ,B/P, 1/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130568		22 INCH 1 LB X80 DQ,B/P, 5/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130569		22 INCH 1 LB X80 DQ,B/P, 6/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130570		22 INCH 1 LB X80 DQ,B/P, 7/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130571		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.47		41.47	
Franks - Lafayette	Franks International	130572		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130573		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130574		22 INCH 1 LB X80 DQ,B/P, 13/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130575		22 INCH 1 LB X80 DQ,B/P, 8/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130576		22 INCH 1 LB X80 DQ,B/P, 1/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130577		22 INCH 1 LB X80 DQ,B/P, 5/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130578		22 INCH 1 LB X80 DQ,B/P, 6/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130579		22 INCH 1 LB X80 DQ,B/P, 7/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130580		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.47		41.47	
Franks - Lafayette	Franks International	130581		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130582		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130583		22 INCH 1 LB X80 DQ,B/P, 13/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130584		22 INCH 1 LB X80 DQ,B/P, 8/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130585		22 INCH 1 LB X80 DQ,B/P, 1/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130586		22 INCH 1 LB X80 DQ,B/P, 5/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130587		22 INCH 1 LB X80 DQ,B/P, 6/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130588		22 INCH 1 LB X80 DQ,B/P, 7/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130589		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.47		41.47	
Franks - Lafayette	Franks International	130590		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130591		22 INCH 1 LB X80 DQ,B/P, 10/76929	Rack No. QRLS52	OROLV II		EA			41.48		41.48	
Franks - Lafayette	Franks International	130592		22 INCH 1 LB X80 DQ,B/P, 13/76929	Rack No. QRLS52	OROLV II		EA			41.44		41.44	
Franks - Lafayette	Franks International	130593		22 INCH 1 LB X80 DQ,B/P, 8/76929	Rack No. QRLS52	OROLV II		EA			41.49		41.49	
Franks - Lafayette	Franks International	130594		22 INCH 1 LB X80 DQ,B/P, 1/76929	Rack No. QRLS52	OROLV II		EA			41.46		41.46	
Franks - Lafayette	Franks International	130595		22 INCH 1 LB X80 DQ,B/P, 5/76929	Rack No. QRLS52	OROLV II		EA			41.44			

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	UDM	Condition	Wt. (lb)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Franks - Lafayette	Franks International	109324		Rack No. BP9714	22 INCH 1.25 LB X80 DQ.B/P, 15/74/32		EA			1	21.74	0		
Franks - Lafayette	Franks International	111396		Rack No. BP9714	22 INCH 1.25 LB X80 DQ.B/P, 4/74/27	NOBLE	EA			1	28.35	0		
Franks - Lafayette	Franks International	111399		Rack No. BP9714	22 INCH 1.25 LB X80 DQ.B/P, 20/76/60	NOBLE	EA			1	28.32	0		
Franks - Lafayette	Franks International	112359		Rack No. QRR12	22 INCH 1.25 LB X80 DQ.B/P, 15/74/36	NOBLE	EA			1	81.85	0		
Franks - Lafayette	Franks International	112356		Rack No. QRR12	22 INCH 1.25 LB X80 DQ.B/P, 20/74/36	NOBLE	EA			1	81.85	0		
Franks - Lafayette	Franks International	112709		Rack No. QRR12	22 INCH 1.25 LB X80 DQ.B/P, 9/74/36	NOBLE	EA			1	81.85	0		
Franks - Lafayette	Franks International	112710		Rack No. QRR12	22 INCH 1.25 LB X80 DQ.B/P, 23/74/36	NOBLE	EA			1	81.92	0		
Franks - Lafayette	Franks International	112712		Rack No. QRR12	22 INCH 1.25 LB X80 DQ.B/P, 22/74/36	NOBLE	EA			1	81.85	0		
Franks - Lafayette	Franks International	115996		Rack No. BP9714	22 INCH 1 LB X80 DQ.B/P, 7/76/60	NOBLE	EA			1	31.34	0		
Franks - Lafayette	Franks International	116784		PVM	36 INCH 2 LB X70 DQ.B.	NOBLE	EA			1	4.5	0		
Franks - Lafayette	Franks International	123875		NA	22 INCH 1.25 LB X80 DQ.B/P.	NOBLE	EA			1	40.89	0		
Franks - Lafayette	Franks International	136805		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 13/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.06	0		
Franks - Lafayette	Franks International	136806		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 16/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.09	0		
Franks - Lafayette	Franks International	136807		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 7/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.06	0		
Franks - Lafayette	Franks International	136808		NA	26 INCH 1 LB X5256 DQ.B/P, 13/76/60	#A-21 ST - SOUTH MARSH	EA			1	14.44	0		
Franks - Lafayette	Franks International	136809		NA	26 INCH 1 LB X5256 DQ.B/P, 18/76/60	SOUTH MARSH ISLAND JDS#A-21 ST	EA			1	23.75	0		
Franks - Lafayette	Franks International	136810		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 8/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.09	0		
Franks - Lafayette	Franks International	137230		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 17/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.09	0		
Franks - Lafayette	Franks International	137231		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 15/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.09	0		
Franks - Lafayette	Franks International	137232		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 14/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.09	0		
Franks - Lafayette	Franks International	137233		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 5/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.09	0		
Franks - Lafayette	Franks International	137234		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 4/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.09	0		
Franks - Lafayette	Franks International	137235		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 9/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.08	0		
Franks - Lafayette	Franks International	137239		Rack No. QRR14	26 INCH 1 LB X5256 DQ.B/P, 12/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.1	0		
Franks - Lafayette	Franks International	137240		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 10/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.08	0		
Franks - Lafayette	Franks International	137241		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 6/76/60	#A-21 ST - SOUTH MARSH	EA			1	40.08	0		
Franks - Lafayette	Franks International	137242		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 2/76/60	#A-21 ST - SOUTH MARSH	EA			1	12.48	0		
Franks - Lafayette	Franks International	137243		Rack No. QRR181	26 INCH 1 LB X5256 DQ.B/P, 11/76/60	#A-21 ST - SOUTH MARSH	EA			1	25.65	0		
Franks - Lafayette	Franks International	137244		Rack No. QRR11	26 INCH 1 LB X5256 TCE/COT, 1/76/60	#A-21 ST - SOUTH MARSH	EA			1	14.16	0		
Franks - Lafayette	Franks International	137384		Rack No. QRR11	26 INCH 1 LB X5256 DQ.B/P, 12/76/61	SOUTH MARSH ISLAND#A-21 ST #105	EA			1	40.09	0		
Franks - Lafayette	Franks International	137392		Rack No. QRR14	26 INCH 1 LB X5256 DQ.B/P, 3/76/61	SHIP SHAL 169 #6	EA			1	40.1	0		
Franks - Lafayette	Franks International	137393		Rack No. QRR14	26 INCH 1 LB X5256 DQ.B/P, 8/76/61	SHIP SHAL 169 #6	EA			1	40.1	0		
Franks - Lafayette	Franks International	137394		Rack No. QRR14	26 INCH 1 LB X5256 DQ.B/P, 6/76/61	SHIP SHAL 169 #6	EA			1	40.1	0		
Franks - Lafayette	Franks International	137398		Rack No. BP11181	22 INCH 1 LB X80 DQ.B/P, 1/76/63	GREEN CANYON 200 TA09 ORLOV	EA			1	41.65	0		
Franks - Lafayette	Franks International	138055		Rack No. BP11011	26 INCH 1.5 LB X65 DQ.B/P, 26/70364	GREEN CANYON 200 TA09 ORLOV	EA			1	41.97	0		
Franks - Lafayette	Franks International	138459		Rack No. BP11011	28 INCH 0.75 LB X60 DQ.B/P, 2/76/46	GREEN CANYON 200 TA09 ORLOV	EA			1	43.58	0		
Franks - Lafayette	Franks International	138928		Rack No. BP14141	22 INCH 1 LB X80 DQ.B/P, 28/73725	GREEN CANYON 200 TA09 ORLOV	EA			1	61.46	0		
Franks - Lafayette	Franks International	138947		Rack No. BP11181	22 INCH 1 LB X80 DQ.B/P, 10/76/95	GREEN CANYON 200 TA09 ORLOV	EA			1	49.56	0		
Franks - Lafayette	Franks International	140972		Rack No. BP9712	22 INCH 1 LB X80 DQ.B/P, 20/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	42	0		
Franks - Lafayette	Franks International	140973		Rack No. BP9712	22 INCH 1 LB X80 DQ.B/P, 27/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	41.78	0		
Franks - Lafayette	Franks International	140974		Rack No. BP9712	22 INCH 1 LB X80 DQ.B/P, 41/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	42.09	0		
Franks - Lafayette	Franks International	140975		Rack No. BP9712	22 INCH 1 LB X80 DQ.B/P, 45/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	42.13	0		
Franks - Lafayette	Franks International	140976		Rack No. BP1914	22 INCH 1 LB X80 DQ.B/P, 60/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	41.66	0		
Franks - Lafayette	Franks International	140977		Rack No. BP9712	22 INCH 1 LB X80 DQ.B/P, 53/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	41.96	0		
Franks - Lafayette	Franks International	140978		Rack No. BP9712	22 INCH 1 LB X80 DQ.B/P, 13/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	42.05	0		
Franks - Lafayette	Franks International	140979		Rack No. BP9712	22 INCH 1 LB X80 DQ.B/P, 37/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	42.07	0		
Franks - Lafayette	Franks International	140980		Rack No. BP9712	22 INCH 1 LB X80 DQ.B/P, 40/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	42.15	0		
Franks - Lafayette	Franks International	140981		Rack No. BP1914	22 INCH 1 LB X80 DQ.B/P, 23/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	42.1	0		
Franks - Lafayette	Franks International	140982		Rack No. BP1914	22 INCH 1 LB X80 DQ.B/P, 7/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	42.11	0		
Franks - Lafayette	Franks International	140983		Rack No. BP1914	22 INCH 1 LB X80 DQ.B/P, 81/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	42.12	0		
Franks - Lafayette	Franks International	140984		Rack No. BP9712	22 INCH 1 LB X80 DQ.B/P, 15/76/60	GREEN CANYON 200 TA09 ORLOV	EA			1	42.12	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Franks - Lafayette	Franks International	140985		Rack No. BP11144	22 INCH 1 LB X80 D.Q.B/P, 21/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.09	0		
Franks - Lafayette	Franks International	140986		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 70/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.96	0		
Franks - Lafayette	Franks International	140987		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 44/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.38	0		
Franks - Lafayette	Franks International	140988		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 14/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.02	0		
Franks - Lafayette	Franks International	140989		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 12/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.04	0		
Franks - Lafayette	Franks International	140990		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 74/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.08	0		
Franks - Lafayette	Franks International	140991		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 63/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.1	0		
Franks - Lafayette	Franks International	140992		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 61/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.11	0		
Franks - Lafayette	Franks International	140993		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 19/76595		GREEN CANYON 200 TA09 ORLOV	EA			1	41.37	0		
Franks - Lafayette	Franks International	140994		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 20/76595		GREEN CANYON 200 TA09 ORLOV	EA			1	42.06	0		
Franks - Lafayette	Franks International	140995		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 51/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.96	0		
Franks - Lafayette	Franks International	140996		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 68/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.36	0		
Franks - Lafayette	Franks International	140997		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 24/76595		GREEN CANYON 200 TA09 ORLOV	EA			1	42.11	0		
Franks - Lafayette	Franks International	141002		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 93/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.45	0		
Franks - Lafayette	Franks International	141003		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 116/76883		GREEN CANYON 200 TA09 ORLOV	EA			1	41.43	0		
Franks - Lafayette	Franks International	141004		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 73/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.1	0		
Franks - Lafayette	Franks International	141005		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 130/76883		GREEN CANYON 200 TA09 ORLOV	EA			1	41.46	0		
Franks - Lafayette	Franks International	141006		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 21/76595		GREEN CANYON 200 TA09 ORLOV	EA			1	41.59	0		
Franks - Lafayette	Franks International	141007		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 18/76595		GREEN CANYON 200 TA09 ORLOV	EA			1	42.08	0		
Franks - Lafayette	Franks International	141008		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 14/76595		GREEN CANYON 200 TA09 ORLOV	EA			1	42.11	0		
Franks - Lafayette	Franks International	141009		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 25/76595		GREEN CANYON 200 TA09 ORLOV	EA			1	42.12	0		
Franks - Lafayette	Franks International	141010		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 4/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.05	0		
Franks - Lafayette	Franks International	141011		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 78/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.34	0		
Franks - Lafayette	Franks International	141012		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 87/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.16	0		
Franks - Lafayette	Franks International	141013		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 6/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.12	0		
Franks - Lafayette	Franks International	141014		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 33/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.14	0		
Franks - Lafayette	Franks International	141015		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 11/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.16	0		
Franks - Lafayette	Franks International	141016		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 9/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42	0		
Franks - Lafayette	Franks International	141017		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 27/76595		GREEN CANYON 200 TA09 ORLOV	EA			1	42.11	0		
Franks - Lafayette	Franks International	141018		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 32/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.09	0		
Franks - Lafayette	Franks International	141019		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 94/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.46	0		
Franks - Lafayette	Franks International	141020		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 28/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.12	0		
Franks - Lafayette	Franks International	141021		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 30/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.13	0		
Franks - Lafayette	Franks International	141022		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 31/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.44	0		
Franks - Lafayette	Franks International	141023		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 90/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	44.89	0		
Franks - Lafayette	Franks International	141024		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 12/76595		GREEN CANYON 200 TA09 ORLOV	EA			1	42.09	0		
Franks - Lafayette	Franks International	141025		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 93/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.47	0		
Franks - Lafayette	Franks International	141026		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 84/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.49	0		
Franks - Lafayette	Franks International	141027		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 96/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.01	0		
Franks - Lafayette	Franks International	141028		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 35/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.1	0		
Franks - Lafayette	Franks International	141029		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 18/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.87	0		
Franks - Lafayette	Franks International	141030		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 47/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.07	0		
Franks - Lafayette	Franks International	141031		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 10/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.09	0		
Franks - Lafayette	Franks International	141032		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 114/76883		GREEN CANYON 200 TA09 ORLOV	EA			1	41.47	0		
Franks - Lafayette	Franks International	141033		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 46/76883		GREEN CANYON 200 TA09 ORLOV	EA			1	41.42	0		
Franks - Lafayette	Franks International	141034		Rack No. BP95L3	22 INCH 1 LB X80 D.Q.B/P, 57/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.08	0		
Franks - Lafayette	Franks International	141035		Rack No. BP9712	22 INCH 1 LB X80 D.Q.B/P, 56/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.14	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Franks - Lafayette	Franks International	141036		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 86/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.13	0			
Franks - Lafayette	Franks International	141037		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 37/76883		GREEN CANYON 200 TA09 ORLOV	EA			1	41.49	0			
Franks - Lafayette	Franks International	141038		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 39/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.11	0			
Franks - Lafayette	Franks International	141039		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 39/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.14	0			
Franks - Lafayette	Franks International	141040		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 47/76883		GREEN CANYON 200 TA09 ORLOV	EA			1	41.42	0			
Franks - Lafayette	Franks International	141041		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 43/76883		GREEN CANYON 200 TA09 ORLOV	EA			1	41.51	0			
Franks - Lafayette	Franks International	141042		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 24/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.12	0			
Franks - Lafayette	Franks International	141043		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 79/76883		GREEN CANYON 200 TA09 ORLOV	EA			1	41.48	0			
Franks - Lafayette	Franks International	141044		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 54/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.09	0			
Franks - Lafayette	Franks International	141045		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 46/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.72	0			
Franks - Lafayette	Franks International	141046		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 82/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.14	0			
Franks - Lafayette	Franks International	141047		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 2/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.1	0			
Franks - Lafayette	Franks International	141048		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 43/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.6	0			
Franks - Lafayette	Franks International	141049		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 16/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.12	0			
Franks - Lafayette	Franks International	141050		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 22/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.11	0			
Franks - Lafayette	Franks International	141051		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 26/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.14	0			
Franks - Lafayette	Franks International	141052		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 19/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.07	0			
Franks - Lafayette	Franks International	141053		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 29/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.38	0			
Franks - Lafayette	Franks International	141054		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 3/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.06	0			
Franks - Lafayette	Franks International	141055		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 50/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.14	0			
Franks - Lafayette	Franks International	141056		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 8/76883		GREEN CANYON 200 TA09 ORLOV	EA			1	42.14	0			
Franks - Lafayette	Franks International	141057		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 8/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.07	0			
Franks - Lafayette	Franks International	141058		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 48/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.13	0			
Franks - Lafayette	Franks International	141059		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 55/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.64	0			
Franks - Lafayette	Franks International	141060		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 76/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.41	0			
Franks - Lafayette	Franks International	141061		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 64/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.13	0			
Franks - Lafayette	Franks International	141062		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 65/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.1	0			
Franks - Lafayette	Franks International	141063		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 36/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.72	0			
Franks - Lafayette	Franks International	141064		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 62/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.41	0			
Franks - Lafayette	Franks International	141065		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 8/76883		GREEN CANYON 200 TA09 ORLOV	EA			1	41.48	0			
Franks - Lafayette	Franks International	141066		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 69/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.09	0			
Franks - Lafayette	Franks International	141067		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 72/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.11	0			
Franks - Lafayette	Franks International	141068		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 66/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.13	0			
Franks - Lafayette	Franks International	141069		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 5/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.09	0			
Franks - Lafayette	Franks International	141070		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 34/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.24	0			
Franks - Lafayette	Franks International	141071		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 75/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.14	0			
Franks - Lafayette	Franks International	141072		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 17/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.95	0			
Franks - Lafayette	Franks International	141073		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 39/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.09	0			
Franks - Lafayette	Franks International	141074		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 85/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.09	0			
Franks - Lafayette	Franks International	141075		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 79/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.08	0			
Franks - Lafayette	Franks International	141076		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 58/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.48	0			
Franks - Lafayette	Franks International	141077		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 42/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.13	0			
Franks - Lafayette	Franks International	141078		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 48/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	41.47	0			
Franks - Lafayette	Franks International	141079		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 25/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.15	0			
Franks - Lafayette	Franks International	141080		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 77/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.11	0			
Franks - Lafayette	Franks International	141081		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 3/76595		GREEN CANYON 200 TA09 ORLOV	EA			1	42.11	0			
Franks - Lafayette	Franks International	141082		Rack No. BP#71.2	22 INCH 1 LB X80 D.Q.B/P, 83/76610		GREEN CANYON 200 TA09 ORLOV	EA			1	42.09	0			



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lb)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Franks - Lafayette	Franks International	141083		Rack No. BP11012	22 INCH 1 LB X80 DQ,B/P, 40/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.51	0			
Franks - Lafayette	Franks International	141084		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 80/76883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.45	0			
Franks - Lafayette	Franks International	141085		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 67/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.15	0			
Franks - Lafayette	Franks International	141086		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 71/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.12	0			
Franks - Lafayette	Franks International	141087		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 57/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.05	0			
Franks - Lafayette	Franks International	141088		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 48/76610		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.13	0			
Franks - Lafayette	Franks International	141089		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 87/76883		GENOVA MC519 F3 -	EA			1	41.49	0			
Franks - Lafayette	Franks International	141090		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 93/76883		GENOVA MC519 F3 -	EA			1	41.42	0			
Franks - Lafayette	Franks International	141091		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 24/76883		GENOVA MC519 F3 -	EA			1	41.5	0			
Franks - Lafayette	Franks International	141122		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 83/76883		GENOVA MC519 F3 -	EA			1	41.5	0			
Franks - Lafayette	Franks International	141123		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 92/76883		GENOVA MC519 F3 -	EA			1	41.47	0			
Franks - Lafayette	Franks International	141124		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 28/76883		GENOVA MC519 F3 -	EA			1	41.5	0			
Franks - Lafayette	Franks International	141125		Rack No. BP8712	22 INCH 1 LB X80 DQ,B/P, 90/76883		GENOVA MC519 F3 -	EA			1	41.47	0			
Franks - Lafayette	Franks International	141126		Rack No. QR8813	22 INCH 1 LB X80 DQ,B/P, 152/75976		GENOVA MC519 F3 -	EA			1	41.47	0			
Franks - Lafayette	Franks International	141127		Rack No. QR8813	22 INCH 1 LB X80 DQ,B/P, 20/76883		GENOVA MC519 F3 -	EA			1	41.5	0			
Franks - Lafayette	Franks International	141129		Rack No. QR8813	22 INCH 1 LB X80 DQ,B/P, 176748		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	43.52	0			
Franks - Lafayette	Franks International	141130		Rack No. QR8813	22 INCH 1 LB X80 DQ,B/P, 124776883		GENOVA MC519 F3 -	EA			1	41.45	0			
Franks - Lafayette	Franks International	141131		Rack No. QR8813	22 INCH 1 LB X80 DQ,B/P, 38/76883		GENOVA MC519 F3 -	EA			1	41.48	0			
Franks - Lafayette	Franks International	141230		Rack No. BP11281	36 INCH 1.5 LB X65 DQ,B/P, 27/6608		GENOVA MC519 F3 -	EA			1	42.45	0			
Franks - Lafayette	Franks International	141231		Rack No. BP11281	36 INCH 1.5 LB X65 DQ,B/P, 57/6608		GENOVA MC519 F3 -	EA			1	42.18	0			
Franks - Lafayette	Franks International	141234		Rack No. BP11281	36 INCH 1.5 LB X65 DQ,B/P, 37/6608		GENOVA MC519 F3 -	EA			1	42.18	0			
Franks - Lafayette	Franks International	141235		Rack No. BP11281	36 INCH 1.5 LB X65 DQ,B/P, 11/76881		GENOVA MC519 F3 -	EA			1	40.95	0			
Franks - Lafayette	Franks International	141236		Rack No. BP11281	36 INCH 1.5 LB X65 DQ,B/P, 27/5995		GENOVA MC519 F3 -	EA			1	41.89	0			
Franks - Lafayette	Franks International	141237		Rack No. BP8513	22 INCH 1.25 LB X80 DQ,B/P, 8/76813		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.72	0			
Franks - Lafayette	Franks International	141238		Rack No. BP8513	22 INCH 1.25 LB X80 DQ,B/P, 497/6883		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.72	0			
Franks - Lafayette	Franks International	141239		Rack No. BP8513	22 INCH 1.25 LB X80 DQ,B/P, 497/6883		GENOVA MC519 F3 -	EA			1	41.65	0			
Franks - Lafayette	Franks International	141240		Rack No. BP8513	22 INCH 1.25 LB X80 DQ,B/P, 3/76813		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.7	0			
Franks - Lafayette	Franks International	141241		Rack No. BP8513	22 INCH 1.25 LB X80 DQ,B/P, 5/76813		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.7	0			
Franks - Lafayette	Franks International	141392		Rack No. BP8812	28 INCH 0.75 LB X60 DQ,B/P, 417/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141393		Rack No. BP8782	28 INCH 0.75 LB X60 DQ,B/P, 473211		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.96	0			
Franks - Lafayette	Franks International	141394		Rack No. BP8782	28 INCH 0.75 LB X60 DQ,B/P, 3/73211		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.9	0			
Franks - Lafayette	Franks International	141395		Rack No. BP8782	28 INCH 0.75 LB X60 DQ,B/P, 13/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.02	0			
Franks - Lafayette	Franks International	141396		Rack No. BP8812	28 INCH 0.75 LB X60 DQ,B/P, 217/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.01	0			
Franks - Lafayette	Franks International	141397		Rack No. BP8812	28 INCH 0.75 LB X60 DQ,B/P, 337/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0			
Franks - Lafayette	Franks International	141398		Rack No. BP8812	28 INCH 0.75 LB X60 DQ,B/P, 517/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141399		Rack No. BP8812	28 INCH 0.75 LB X60 DQ,B/P, 287/73212		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.99	0			
Franks - Lafayette	Franks International	141400		Rack No. BP8812	28 INCH 0.75 LB X60 DQ,B/P, 247/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141401		Rack No. BP8782	28 INCH 0.75 LB X60 DQ,B/P, 3/73211		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.96	0			
Franks - Lafayette	Franks International	141402		Rack No. BP8812	28 INCH 0.75 LB X60 DQ,B/P, 407/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.1	0			
Franks - Lafayette	Franks International	141403		Rack No. BP8812	28 INCH 0.75 LB X60 DQ,B/P, 297/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.1	0			
Franks - Lafayette	Franks International	141404		Rack No. BP8812	28 INCH 0.75 LB X60 DQ,B/P, 377/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141405		Rack No. BP8782	28 INCH 0.75 LB X60 DQ,B/P, 137/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141406		Rack No. BP8782	28 INCH 0.75 LB X60 DQ,B/P, 317/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.96	0			
Franks - Lafayette	Franks International	141407		Rack No. BP8782	28 INCH 0.75 LB X60 DQ,B/P, 537/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141408		Rack No. BP8782	28 INCH 0.75 LB X60 DQ,B/P, 167/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141409		Rack No. BP8782	28 INCH 0.75 LB X60 DQ,B/P, 87/70915		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.94	0			
Franks - Lafayette	Franks International	141410		Rack No. BP8812	28 INCH 0.75 LB X60 DQ,B/P, 207/73213		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.98	0			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	WYS	Net Value
Franks - Lafayette	Franks International	14411		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 8/73213		GREEN CANYON 200 TA09 ORLOV	EA			1	41.97	0			
Franks - Lafayette	Franks International	14412		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 48/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14413		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 10/73312		GREEN CANYON 200 TA09 ORLOV	EA			1	41.95	0			
Franks - Lafayette	Franks International	14414		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 48/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14415		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 26/70462		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14416		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 26/73212		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14417		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 78/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14418		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 1/73211		GREEN CANYON 200 TA09 ORLOV	EA			1	41.95	0			
Franks - Lafayette	Franks International	14419		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 15/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14420		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 12/73157		GREEN CANYON 200 TA09 ORLOV	EA			1	41.99	0			
Franks - Lafayette	Franks International	14421		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 76/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14422		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 81/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14423		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 34/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14424		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 44/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14425		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 31/70462		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14426		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 76/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14427		Rack No. BPR782	28 INCH 0.75 LB X60 DIQ,B/P: 9/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14428		Rack No. BPR782	28 INCH 0.75 LB X60 DIQ,B/P: 41/73213		GREEN CANYON 200 TA09 ORLOV	EA			1	42.01	0			
Franks - Lafayette	Franks International	14429		Rack No. BPR782	28 INCH 0.75 LB X60 DIQ,B/P: 56/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14430		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 30/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14431		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 12/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14432		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 8/73212		GREEN CANYON 200 TA09 ORLOV	EA			1	41.95	0			
Franks - Lafayette	Franks International	14433		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 39/73213		GREEN CANYON 200 TA09 ORLOV	EA			1	42.01	0			
Franks - Lafayette	Franks International	14434		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 39/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14435		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 69/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14436		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 33/70462		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14437		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 61/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14438		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 47/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14439		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 30/73312		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14441		Rack No. BPR8L3	28 INCH 0.75 LB X60 DIQ,B/P: 60/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14442		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 46/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14443		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 20/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14444		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 70/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14445		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 79/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14446		Rack No. BPL584	28 INCH 0.75 LB X60 DIQ,B/P: 74/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14447		Rack No. BPL584	28 INCH 0.75 LB X60 DIQ,B/P: 11/70915		GREEN CANYON 200 TA09 ORLOV	EA			1	41.94	0			
Franks - Lafayette	Franks International	14448		Rack No. BPL584	28 INCH 0.75 LB X60 DIQ,B/P: 11/73213		GREEN CANYON 200 TA09 ORLOV	EA			1	42.02	0			
Franks - Lafayette	Franks International	14450		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 26/73213		GREEN CANYON 200 TA09 ORLOV	EA			1	42.01	0			
Franks - Lafayette	Franks International	14452		Rack No. BPR8L3	22 INCH 1.25 LB X60 DIQ,B/P: 4/76813		GREEN CANYON 200 TA09 ORLOV	EA			1	41.67	0			
Franks - Lafayette	Franks International	14453		Rack No. BPR8L3	22 INCH 1.25 LB X60 DIQ,B/P: 9/76813		GREEN CANYON 200 TA09 ORLOV	EA			1	41.74	0			
Franks - Lafayette	Franks International	14454		Rack No. BPR8L3	22 INCH 1.25 LB X60 DIQ,B/P: 10/76813		GREEN CANYON 200 TA09 ORLOV	EA			1	41.75	0			
Franks - Lafayette	Franks International	14455		Rack No. BPR8L3	22 INCH 1.25 LB X60 DIQ,B/P: 6/76813		GREEN CANYON 200 TA09 ORLOV	EA			1	41.71	0			
Franks - Lafayette	Franks International	14548		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 1/76596		GREEN CANYON 200 TA09 ORLOV	EA			1	43.6	0			
Franks - Lafayette	Franks International	14549		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 35/76795		GREEN CANYON 200 TA09 ORLOV	EA			1	41.47	0			
Franks - Lafayette	Franks International	14550		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 31/76795		GREEN CANYON 200 TA09 ORLOV	EA			1	41.92	0			
Franks - Lafayette	Franks International	14551		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 30/76795		GREEN CANYON 200 TA09 ORLOV	EA			1	41.93	0			
Franks - Lafayette	Franks International	14552		Rack No. BPR8L2	28 INCH 0.75 LB X60 DIQ,B/P: 23/76795		GREEN CANYON 200 TA09 ORLOV	EA			1	40.13	0			

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lb)	On Hand Qty	Length	Average Cost	Total Value	Wts. Net Value
Franks - Lafayette	Franks International	141553		Rack No. BP#8L2	28 INCH 0.75 LB X60 DIQ,B/P, 247/6795		MC519 B3 - Geneva	EA			1	41.93	0		
Franks - Lafayette	Franks International	144554		Rack No. BP#8L2	28 INCH 0.75 LB X60 DIQ,B/P, 3/76795		MC519 B3 - Geneva	EA			1	41.93	0		
Franks - Lafayette	Franks International	141555		Rack No. BP#8L2	28 INCH 0.75 LB X60 DIQ,B/P, 287/6795		MC519 B3 - Geneva	EA			1	41.93	0		
Franks - Lafayette	Franks International	141556		Rack No. BP#8L2	28 INCH 0.75 LB X60 DIQ,B/P, 297/6795		MC519 B3 - Geneva	EA			1	41.95	0		
Franks - Lafayette	Franks International	141616		Rack No. BP#8L3	22 INCH 1 LB X80 DIQ,B/P, 1127/6936		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.01	0		
Franks - Lafayette	Franks International	144619		Rack No. BP#8L3	22 INCH 1 LB X80 DIQ,B/P, 78/76936		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	40.96	0		
Franks - Lafayette	Franks International	141622		Rack No. BP#8L3	22 INCH 1 LB X80 DIQ,B/P, 1117/6936		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	40.9	0		
Franks - Lafayette	Franks International	141625		Rack No. BP#8L3	22 INCH 1 LB X80 DIQ,B/P, 1237/6936		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.5	0		
Franks - Lafayette	Franks International	65379		Rack No. BP#7L4	22 INCH 0.752 LB X56 DIQ,B/P, 147/4218		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	43.06	0		
Franks - Lafayette	Franks International	81955		Rack No. BP#7L5	36 INCH 0.752 LB X56 DIQ,B/P, 39/69354		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	21.88	0		
Franks - Lafayette	Franks International	83028		Rack No. BP#7L4	36 INCH 1.5 LB X65 DIQ,B/P, 16/6954		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	50.55	0		
Franks - Lafayette	Franks International	84693		Rack No. BP#7L5	28 INCH 0.752 LB X56 DIQ,B/P, 4/6954		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.03	0		
Franks - Lafayette	Franks International	84694		Rack No. BP#7L5	28 INCH 0.752 LB X56 DIQ,B/P, 5/6954		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0		
Franks - Lafayette	Franks International	84696		Rack No. BP#7L5	28 INCH 0.752 LB X56 DIQ,B/P, 7/6954		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0		
Franks - Lafayette	Franks International	84681		Rack No. BP#7L5	28 INCH 0.752 LB X56 DIQ,B/P, 12/69354		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.04	0		
Franks - Lafayette	Franks International	84883		Rack No. BP#7L5	28 INCH 0.752 LB X56 DIQ,B/P, 24/69354		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.03	0		
Franks - Lafayette	Franks International	84900		Rack No. BP#7L5	28 INCH 0.752 LB X56 DIQ,B/P, 39/69354		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	43.57	0		
Franks - Lafayette	Franks International	86362		Rack No. BP#7L4	36 INCH 1.5 LB X65 DIQ,B/P, 147/4218		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.09	0		
Franks - Lafayette	Franks International	87220		Rack No. BP#7L4	36 INCH 1.5 LB X65 DIQ,B/P, 16/6954		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.91	0		
Franks - Lafayette	Franks International	87233		Rack No. BP#7L4	36 INCH 1.5 LB X65 DIQ,B/P, 17/6954		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.03	0		
Franks - Lafayette	Franks International	91366		Rack No. BP#7L4	22 INCH 1 LB X70 DIQ,B/P, 5/70264		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42.32	0		
Franks - Lafayette	Franks International	93573		Rack No. BP#7L4	22 INCH 1 LB X80 DIQ,B/P, 7/72609		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	31.4	0		
Franks - Lafayette	Franks International	93574		Rack No. BP#7L5	28 INCH 0.75 LB X566 DIQ,B/P, 19/70466		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	41.95	0		
Franks - Lafayette	Franks International	93576		Rack No. BP#7L5	28 INCH 0.75 LB X566 DIQ,B/P, 31/70460		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42	0		
Franks - Lafayette	Franks International	93578		Rack No. BP#7L5	28 INCH 0.75 LB X566 DIQ,B/P, 2/70466		GREEN CANYON 200 TA-09 (ORLOV)	EA			1	42	0		
Franks - Lafayette	Franks International	95341		Rack No. BP#802	22 INCH 1 LB X80 DIQ,B/P,		ORLOV II	EA			1	21.4	0		
Franks - Lafayette	Franks International	87318		Rack No. BP#802	22 INCH 1 LB X80 DIQ,B/P,		ORLOV II	EA			1	40.7	0		
Franks - New Berlin	Franks International	87378		Rack No. M49	22 INCH 1.25 LB 800 PLAIN,		MC 948 GUN/LINT LONG LEAD	EA			1	40.07	0		
Hornbeck - Fourchon	Hornbeck Energy Services	70024-A		Yard Loc: H219, climate controlled facility	SIEMENS MOTOR: S/N: 0770680-010-1, 1250 HP 882 RPM, 4160 V, WP11 Frame	140528	Thunderhawk	EA			1	293.45	0		
Linear - Lafayette	Linear Controls	70131-A		Yard Loc: H222, climate controlled facility	SIEMENS MOTOR: S/N: 31E24234CC12A43, 75 HP, 1200 RPM, 460 V, TFC, Frame 4441		Thunderhawk	EA			1	0	0		
Linear - Lafayette	Linear Controls	70146-A		Yard Loc: H225, climate controlled facility	SIEMENS MOTOR: S/N: VA4037671, 125 HP, 1800 RPM, 460 V, TFC, Grame 4457		Thunderhawk	EA			1	0	0		
Linear - Lafayette	Linear Controls	70427-A		Yard Loc: H235, climate controlled facility	SIEMENS MOTOR: S/N: G12726BNP7, 230 HP, 1800 RPM, TFC, Frame B489T		Thunderhawk	EA			1	0	0		
Linear - Lafayette	Linear Controls	70499-A		Rack No. AR30.	4 1/2" 15.50W HP1-13CR10 JFE SEAMLESS TUBING, B7S-6 THREAD	FW192008	GC 200 TA-2 S/T	EA	UNKNOWN		15	593.35	0		
NOV - Amella	NOV	780505-01		Rack No. AR30.	5 1/2" 23.00W HP2-13CR10 JFE SEAMLESS TUBING, B7S-6 THREAD	FW192008	GC 200 TA-2 S/T	EA	UNKNOWN		23	910.04	0		
NOV - Amella	NOV	780024-01		Rack No. MURPHY.	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		40	1709.4	0		
NOV - Amella	NOV	780024-05		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	USED		1	37	0		
NOV - Amella	NOV	780024-06		Rack No. MURPHY.	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		1	213.05	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		1	181.1	0		
NOV - Amella	NOV	780024-03		Rack No. MURPHY.	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		3	129.8	0		
NOV - Amella	NOV	780024-01		Rack No. MURPHY.	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		3	126	0		
NOV - Amella	NOV	780024-03		Rack No. MURPHY.	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		45	1926.05	0		
NOV - Amella	NOV	780024-03		Rack No. MURPHY.	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		1	42.75	0		
NOV - Amella	NOV	780024-03		Rack No. MURPHY.	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	84.85	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		1	8.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW		2	15.55	0		
NOV - Amella	NOV	780024-07		Rack No. E022	5 1/2" 26.00W HP2-13CR10 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW200002	GC 40 #1	EA	NEW						

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
NOV - Anella	NOV	7767125-01		Rack No. WRAPI.	5 1/2" 23.00W 1.3C095 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192015	GC 200 T9A ST01- BP01	EA	NEW		89	3858.85	0		
NOV - Anella	NOV	7762379-01		Rack No. LONGTR.	4 1/2" 15.00W 1.3C095 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192012	GC 200 T9A ST02 12209 T9A ST02	EA	UNKNOWN		1	44	0		
NOV - Anella	NOV	7762379-02		Rack No. 13-WK10.	5 1/2" 23.00W 1.3C095 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192012	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		9	387.15	0		
NOV - Anella	NOV	7762379-02		Rack No. CUST1.	5 1/2" 23.00W 1.3C095 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192012	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		1	43.55	0		
NOV - Anella	NOV	7759774-01		Rack No. 13-WK10.	5 1/2" 23.00W 1.3C095 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192012	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		44	1904.7982	0		
NOV - Anella	NOV	7759774-01		Rack No. CUST1.	4 1/2" 15.00W 1.3C095 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192012	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		1	41.65	0		
NOV - Anella	NOV	7759774-02		Rack No. 13-WK10.	4 1/2" 15.00W 1.3C095 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192012	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		10	429.9	0		
NOV - Anella	NOV	7759771-01		Rack No. AR33.	5 1/2" 23.00W 1.3C095 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192013	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		1	43.1602	0		
NOV - Anella	NOV	7759771-02		Rack No. CRO2.	4 1/2" 15.00W 1.3C095 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192013	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		11	472.75	0		
NOV - Anella	NOV	7759771-01		Rack No. AR33.	5 1/2" 23.00W 1.3C095 JFE SEAMLESS CASING, JFE LION CR THREAD	FW192013	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		22	949.5383	0		
NOV - Anella	NOV	7759771-03		Rack No. CUST1.	4 1/2" 15.00W 1.3C095 JFE SEAMLESS TUBING, JFE LION CR THREAD	FW192013	GC 200 T9A ST02 12209 T9A ST02	EA	USED		1	43.3	0		
NOV - Anella	NOV	7759749-01		Rack No. K057.	7 3/4" 46.00W TN-125-HCY TENARIS-TAMSA SEAMLESS CASING, TSH WEDGE 523 THREAD	FW191502	G.C. 40 #21 5/T OC5G 34536 (KATMAI)	EA	NEW		18	830.99	0		
NOV - Anella	NOV	7759002-01		Rack No. 2-438.	7 3/4" 46.00W TN-125-HCY TENARIS-TAMSA SEAMLESS CASING, TSH WEDGE 523 THREAD	FW191027	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		11	491.8	0		
NOV - Anella	NOV	7759002-02		Rack No. 2-438.	7 3/4" 46.00W TN-125-HCY TENARIS-TAMSA SEAMLESS CASING, TSH WEDGE 523 THREAD	FW191027	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		2	82.05	0		
NOV - Anella	NOV	7759420-01		Rack No. WWRK02.	5 1/2" 26.00W VM-110 13CRSS VALLOUREC SEAMLESS CASING, VAM TOP HC THREAD	FW191515	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		1	43	0		
NOV - Anella	NOV	7749432-01		Rack No. C048.	11 7/8" 71.80W HCQ-125 U S STEEL SEAMLESS CASING, TSH 513 THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		72	3160.9	0		
NOV - Anella	NOV	7749432-01		Rack No. E21.	11 7/8" 71.80W HCQ-125 U S STEEL SEAMLESS CASING, TSH 513 THREAD	FW191019	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		68	2986.1	0		
NOV - Anella	NOV	7749386-07		Rack No. C050.	10 3/4" 65.70W Q-125 HC SEAMLESS PUP JOINTS, SUJII THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		1	5	0		
NOV - Anella	NOV	7749386-07		Rack No. C050.	10 3/4" 65.70W Q-125 HC SEAMLESS PUP JOINTS, SUJII THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		1	15.2	0		
NOV - Anella	NOV	7749386-07		Rack No. C050.	10 3/4" 65.70W Q-125 HC SEAMLESS PUP JOINTS, SUJII THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		2	19.55	0		
NOV - Anella	NOV	7749386-12		Rack No. C050.	10 3/4" 65.70W Q-125 HC V8M TCA SEAMLESS CASING, SUJII THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	USED		2	87.1	0		
NOV - Anella	NOV	7749386-12		Rack No. C050.	10 3/4" 65.70W Q-125 HC V8M TCA SEAMLESS CASING, SUJII THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	USED		1	44.95	0		
NOV - Anella	NOV	7749386-06		Rack No. C050.	10 3/4" 65.70W Q-125 HC V8M TCA SEAMLESS CASING, SUJII THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		11	480.93	0		
NOV - Anella	NOV	7749386-10		Rack No. C050.	9 7/8" 62.80W TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		4	155.62	0		
NOV - Anella	NOV	7749386-11		Rack No. C050.	9 7/8" 62.80W TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	USED		2	81.81	0		
NOV - Anella	NOV	7749386-09		Rack No. C050.	9 7/8" 62.80W TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		27	1063.34	0		
NOV - Anella	NOV	7749386-02		Rack No. C048.	7 3/4" 46.00W Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		17	696.84	0		
NOV - Anella	NOV	7749386-08		Rack No. C050.	OTHER, THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	USED		1	4.2	0		
NOV - Anella	NOV	7749386-03		Rack No. C048.	7 3/4" 46.00W Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		3	123.26	0		
NOV - Anella	NOV	7749386-04		Rack No. C048.	7 3/4" 46.00W Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		1	43.29	0		
NOV - Anella	NOV	7749386-05		Rack No. C048.	7 3/4" 46.00W Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		1	43.3	0		
NOV - Anella	NOV	7742156-01		Rack No. C048.	7 3/4" 46.00W Q-125 TENARIS SEAMLESS CASING, TSH 523 DPLS THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		28	1269.16	0		
NOV - Anella	NOV	7742156-02		Rack No. 2-439.	9 7/8" 64.00W Q-125 VALLOUREC SEAMLESS CASING, SUJII THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		3	129.4	0		
NOV - Anella	NOV	7742156-01		Rack No. 2-439.	9 7/8" 64.00W Q-125 VALLOUREC SEAMLESS CASING, SUJII THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		10	441.3	0		
NOV - Anella	NOV	7742156-03		Rack No. 2-439.	9 7/8" 64.00W Q-125 VALLOUREC SEAMLESS CASING, SUJII THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		4	175.2	0		
NOV - Anella	NOV	7742156-04		Rack No. 2-439.	9 7/8" 64.00W Q-125 VALLOUREC SEAMLESS CASING, SUJII THREAD	FW191023	GC 200 T9A ST02 12209 T9A ST02	EA	USED		2	88.05	0		
NOV - Anella	NOV	7746159-01		Rack No. CEPPUP.	7 3/4" 46.00W Q-125 TENARIS SEAMLESS PUP JOINTS, TSH 523 THREAD	FW191027	G.C. 200 T9A ST02 12209 T9A ST02	EA	NEW		1	10.12	0		
NOV - Anella	NOV	7738697-01		Rack No. AR34.	6" X 4 1/2" 30.38W 15.50W (45.88W) HP113CR150(I) JFE SEAMLESS VIT. VANADIS NA THREAD	FW192008	GC 200 T9A ST02 12209 T9A ST02	EA	USED		58	2900.3	0		
NOV - Anella	NOV	7738792-01		Rack No. CCF.	9 7/8" 62.80W Q-125 TENARIS SEAMLESS CASING, TSH W523 DPLS THREAD	FW191018	GC 200 T9A ST02 12209 T9A ST02	EA	NEW		1	37.45	0		
NOV - Anella	NOV	7738993-02		Rack No. CCF.	10 3/4" 73.20W TN-125-HC TENARIS SEAMLESS PUP JOINTS, MAC I I THREAD	FW191517	MC 519 #3 OC5G 27778	EA	NEW		2	30	0		
NOV - Anella	NOV	7738993-01		Rack No. 2-438.	10 3/4" 73.20W TN-125-HC TENARIS SEAMLESS CASING, MAC I I THREAD	FW191517	MC 519 #3 OC5G 27778	EA	NEW		9	383.2	0		
NOV - Anella	NOV	7738993-05		Rack No. CCF.	10 3/4" 73.20W TN-125-HC TENARIS SEAMLESS PUP JOINTS, MAC I I THREAD	FW191517	MC 519 #3 OC5G 27778	EA	NEW		1	10.2	0		
NOV - Anella	NOV	7738993-03		Rack No. 2-439.	OTHER, THREAD	FW191517	MC 519 #3 OC5G 27778	EA	USED		2	80.85	0		
NOV - Anella	NOV	7738993-07		Rack No. CCF.	OTHER, THREAD	FW191517	MC 519 #3 OC5G 27778	EA	USED		1	5.15	0		
NOV - Anella	NOV	7738993-01		Rack No. 2-438.	10 3/4" 73.20W TN-125-HC TENARIS SEAMLESS CASING, MAC I I THREAD	FW191517	MC 519 #3 OC5G 27778	EA	NEW		13	510.05	0		
NOV - Anella	NOV	7738993-04		Rack No. 2-438.	9 7/8" 64.00W Q-125 VALLOUREC SEAMLESS CASING, SUJII THREAD	FW191517	MC 519 #3 OC5G 27778	EA	NEW		24	1051.5	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
NOV - Anella	NOV	773499-06		Rack No. CCF.	10 3/4" 73.20W TN-125-HC TENARIS SEAMLESS PUP JOINTS, MAC II THREAD	FW191517	MC 519 #3 OCSG 27778	EA	NEW		2	9.8		0	
NOV - Anella	NOV	773499-09		Rack No. 2-313.	9 7/8" 64.10W Q-125 VALLOUREC SEAMLESS CASING, SUJII THREAD	FW191517	MC 519 #3 OCSG 27778	EA	USED		15	659.7		0	
NOV - Anella	NOV	773498-01		Rack No. C248.	9 7/8" 64.10W Q-125 VALLOUREC SEAMLESS CASING, VAM SUJ II THREAD	FW191023	GREEN CANYON 200 TA9 5/7 OCSG 12209	EA	NEW		1	36.7		0	
NOV - Anella	NOV	7734821-01		Rack No. 2-438.	13 5/8" 88.20W Q-125 HC VAM SEAMLESS CASING, SUJII THREAD	FW191019	MC 519 #3 OCSG 27778	EA	NEW		4	162.95		0	
NOV - Anella	NOV	7734821-03		Rack No. R010.	13 5/8" 88.20W SM-125 ST SUMITOMO SEAMLESS CASING, SUJII THREAD	FW191019	MC 519 #3 OCSG 27778	EA	NEW		10	399.25		0	
NOV - Anella	NOV	7734821-02		Rack No. 2-330B.	13 5/8" 88.20W Q-125 HC U.S STEEL SEAMLESS CASING, SUJII THREAD	FW191019	MC 519 #3 OCSG 27778	EA	NEW		3	128.4		0	
NOV - Anella	NOV	7734821-06		Rack No. 2-313.	13 5/8" 88.20W Q-125 HC U.S STEEL SEAMLESS CASING, SUJII THREAD	FW191019	MC 519 #3 OCSG 27778	EA	USED		1	44		0	
NOV - Anella	NOV	7734821-05		Rack No. R010.	13 5/8" 88.20W SM-125S NSSMC SEAMLESS CASING, SUJII THREAD	FW191019	MC 519 #3 OCSG 27778	EA	NEW		9	361.35		0	
NOV - Anella	NOV	7734821-04		Rack No. 2-340.	13 5/8" 88.20W Q-125 HC VMS SEAMLESS CASING, SUJII THREAD	FW191019	MC 519 #3 OCSG 27778	EA	NEW		1	44.5		0	
NOV - Anella	NOV	7734821-08		Rack No. 2-330B.	13 5/8" 88.20W SM-125S NSSMC SEAMLESS CASING, SUJII THREAD	FW191019	MC 519 #3 OCSG 27778	EA	USED		2	88		0	
NOV - Anella	NOV	7734874-01		Rack No. 13-302.	18" 117.00W Q-125-HP USS SEAMLESS CASING, HDL THREAD	FW191019	RESOLUTE MC 519 ROWAN	EA	NEW		10	406.55		0	
NOV - Anella	NOV	7734874-02		Rack No. 13-302.	18" 117.00W Q-125-HP USS SEAMLESS CASING, HDL THREAD	FW191019	RESOLUTE MC 519 ROWAN	EA	NEW		4	170.2		0	
NOV - Anella	NOV	772854-01		Rack No. C218.	2 7/8" 6.50W 11CR05 JFE SEAMLESS TUBING, B7S-8 THREAD	FW194024	EW 826 A-18	EA	NEW		54	1701.8		0	
NOV - Anella	NOV	772854-01		Rack No. C218.	2 7/8" 6.50W 11CR05 JFE SEAMLESS TUBING, B7S-8 THREAD	FW194024	EW 826 A-18	EA	NEW		1	31.75		0	
NOV - Anella	NOV	772854-01		Rack No. C152.	2 7/8" 6.50W 11CR05 JFE SEAMLESS TUBING, B7S-8 THREAD	FW194024	EW 826 A-18	EA	NEW		1	31.75		0	
NOV - Anella	NOV	772854-01		Rack No. C152.	2 7/8" 6.50W 11CR05 JFE SEAMLESS TUBING, B7S-8 THREAD	FW194024	EW 826 A-18	EA	USED		4	135.95		0	
NOV - Anella	NOV	772742-03		Rack No. CCF.	10 3/4" 85.30W Q125 ICY TENARIS SEAMLESS PUP JOINTS, MAC II THREAD	FW191515	GC 40 / OCSG 34536	EA	NEW		2	10.7		0	
NOV - Anella	NOV	772742-03		Rack No. CCF.	10 3/4" 85.30W Q125 ICY TENARIS SEAMLESS PUP JOINTS, MAC II THREAD	FW191515	GC 40 / OCSG 34536	EA	NEW		1	10.4		0	
NOV - Anella	NOV	772742-04		Rack No. CCF.	OTHER, THREAD	FW191515	GC 40 / OCSG 34536	EA	USED		1	5.15		0	
NOV - Anella	NOV	772742-01		Rack No. 2-110.	10 3/4" 85.30W Q125 ICY TENARIS SEAMLESS CASING, MAC II THREAD	FW191515	GC 40 / OCSG 34536	EA	NEW		8	352.8444		0	
NOV - Anella	NOV	772742-01		Rack No. 2-213.	10 3/4" 85.30W Q125 ICY TENARIS SEAMLESS CASING, MAC II THREAD	FW191515	GC 40 / OCSG 34536	EA	NEW		10	441.06		0	
NOV - Anella	NOV	772742-02		Rack No. 2-110.	10 1/8" 79.20W Q125 ICY TENARIS SEAMLESS CASING, TSH WEDGE 523 THREAD	FW191515	GC 40 / OCSG 34536	EA	NEW		16	712		0	
NOV - Anella	NOV	772196-01		Rack No. C081.	OTHER, THREAD	FW191018	T99	EA	USED		2	0		0	
NOV - Anella	NOV	772897-02		Rack No. H002.	9 3/4" 46.10W Q-125 ICY TENARIS SEAMLESS CASING, TSH 523 THREAD	FW191021	GC 200 TA-2	EA	NEW		5	224.5		0	
NOV - Anella	NOV	771849-01		Rack No. E010.	9 7/8" 62.80W TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DP15 THREAD	FW191018	GC 200 TA-9 BP01	EA	NEW		40	1538.45		0	
NOV - Anella	NOV	771849-06		Rack No. E023.	9 7/8" 62.80W Q-125-HC TENARIS SEAMLESS CASING, SUJII THREAD	FW191018	GC 200 TA-9 BP01	EA	NEW		3	135.45		0	
NOV - Anella	NOV	7717849-02		Rack No. E010.	9 7/8" 62.80W TN-125-HC TENARIS SEAMLESS CASING, TSH WEDGE 523 THREAD	FW191018	GC 200 TA-9 BP01	EA	NEW		13	587.95		0	
NOV - Anella	NOV	7717849-07		Rack No. E023.	OTHER, THREAD	FW191018	GC 200 TA-9 BP01	EA	USED		2	87.6		0	
NOV - Anella	NOV	771996-01		Rack No. STEGUARD.	2 7/8" 6.50W 11CR05 SEAMLESS PUP JOINTS, B7S-8 THREAD	FW191098	EB 159 A-17	EA	USED		1	10		0	
NOV - Anella	NOV	771996-01		Rack No. STEGUARD.	2 7/8" 6.50W 11CR05 SEAMLESS PUP JOINTS, B7S-8 THREAD	FW191098	EB 159 A-17	EA	USED		1	6		0	
NOV - Anella	NOV	771462-01		Rack No. 2-104.	18" 116.00W Q125-HP U.S STEEL SEAMLESS CASING, HDL THREAD	FW191011	ORLOY LONG LEAD OCSG 12209	EA	NEW		28	1092.6		0	
NOV - Anella	NOV	771462-01		Rack No. A81.	18" 116.00W Q125 HP U.S STEEL SEAMLESS CASING, HDL THREAD	FW191011	ORLOY LONG LEAD OCSG 12209	EA	NEW		1	39.15		0	
NOV - Anella	NOV	771462-01		Rack No. 13-302.	18" 116.00W Q125 HP U.S STEEL SEAMLESS CASING, HDL THREAD	FW191011	ORLOY LONG LEAD OCSG 12209	EA	NEW		62	2419.22		0	
NOV - Anella	NOV	771462-01		Rack No. 13P045.	18" 116.00W Q125 HP U.S STEEL SEAMLESS CASING, HDL THREAD	FW191011	ORLOY LONG LEAD OCSG 12209	EA	NEW		56	2185.05		0	
NOV - Anella	NOV	771462-01		Rack No. 13-201.	18" 116.00W Q125 HP U.S STEEL SEAMLESS CASING, HDL THREAD	FW191011	ORLOY LONG LEAD OCSG 12209	EA	NEW		84	3277.65		0	
NOV - Anella	NOV	771862-01		Rack No. A037.	2 7/8" 6.50W 11CR05 JFE SEAMLESS TUBING, B7S-8 THREAD	FW184070	EB-158 A-12	EA	NEW		68	2158.45		0	
NOV - Anella	NOV	771824-01		Rack No. C245.	13 5/8" 88.20W Q-125 VMS SEAMLESS CASING, SUJII THREAD	FW191018	GC 200 TA-9 OCSG 12209	EA	NEW		42	1789.7		0	
NOV - Anella	NOV	7710150-01		Rack No. K057.	9 7/8" 64.10W Q-125 VALLOUREC ST-AM SEAMLESS CASING, SUJII THREAD	FW191011	GREEN CANYON 200 TA-9 OCSG 12209	EA	NEW		61	2391.5		0	
NOV - Anella	NOV	7708123-01		Rack No. A037.	2 7/8" 6.50W 11CR05 JFE SEAMLESS TUBING, B7S-8 THREAD	FW184022	G 47 E-17	EA	NEW		2	62.8		0	
NOV - Anella	NOV	7708123-01		Rack No. A004.	2 7/8" 6.50W 11CR05 JFE SEAMLESS TUBING, B7S-8 THREAD	FW184022	G 47 E-17	EA	USED		1	31.7		0	
NOV - Anella	NOV	7708123-04		Rack No. A037.	OTHER, THREAD	FW184022	G 47 E-17	EA	USED		1	30		0	
NOV - Anella	NOV	7707781-02		Rack No. A037.	2 7/8" 6.50W 11CR05 JFE SEAMLESS TUBING, B7S-8 THREAD	FW184022	G 47 E-17	EA	USED		1	31.7		0	
NOV - Anella	NOV	7707729-01		Rack No. K051.	2 7/8" 6.50W 11CR05 JFE SEAMLESS TUBING, B7S-8 THREAD	FW184061	ENTERPRISE 364 55 169 OCSG 08020	EA	USED		5	157.25		0	
NOV - Anella	NOV	7707228-01		Rack No. K053.	14" 115.53W Q125 ICY TENARIS-TAMSA SEAMLESS CASING, TSH 523 THREAD	FW191001	GREEN CANYON 40 #2 5/7 OCSG 34536	EA	NEW		29	1218.4		0	
NOV - Anella	NOV	770545-01		Rack No. B048.	7 3/4" 46.10W Q-125 TENARIS SEAMLESS CASING, TSH 513 THREAD	FW191001	GREEN CANYON 40 #2 5/7 OCSG 34536	EA	NEW		35	1395.2		0	
NOV - Anella	NOV	770545-01		Rack No. B048.	7 3/4" 46.10W Q-125 TENARIS SEAMLESS CASING, TSH 523 DP15 THREAD	FW191011	TA09 ORLOY	EA	NEW		2	83.16		0	
NOV - Anella	NOV	770545-01		Rack No. B048.	7 3/4" 46.10W Q-125 TENARIS SEAMLESS CASING, TSH 523 DP15 THREAD	FW191011	TA09 ORLOY	EA	NEW		3	125.2		0	
NOV - Anella	NOV	770545-01		Rack No. B035.	7 3/4" 46.10W Q-125 TENARIS SEAMLESS CASING, TSH 523 DP15 THREAD	FW191011	TA09 ORLOY	EA	NEW		12	498.9857		0	
NOV - Anella	NOV	770545-01		Rack No. B035.	7 3/4" 46.10W Q-125 TENARIS SEAMLESS CASING, TSH 523 DP15 THREAD	FW191011	TA09 ORLOY	EA	NEW		6	260.4		0	
NOV - Anella	NOV	770862-01		Rack No. C152.	2 3/8" 4.70W 11CR05 JFE SEAMLESS TUBING, B7S-8 THREAD	FW184036	FW 160 A16	EA	NEW		5	158.5		0	
NOV - Anella	NOV	7703746-03		Rack No. E005.	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS PUP JOINTS, API 8RD LONG THREAD	FW191500	OCSS 17938	EA	NEW		1	22.98		0	
NOV - Anella	NOV	7703746-03		Rack No. E005.	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS PUP JOINTS, API 8RD LONG THREAD	FW191500	OCSS 17938	EA	NEW		1	22.97		0	
NOV - Anella	NOV	7703746-02		Rack No. E005.	9 5/8" 53.50W HCP-110 U.S STEEL SEAMLESS CASING, API 8RD LONG THREAD	FW191500	OCSS 17938	EA	NEW		21	975.55		0	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
NOV - Amella	NOV	7073736-01		Back No. E060.	7" 26.00H HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW151500	SM 105 #A-21 ST1 OCSG 17938	EA	NEW		16	738.65	0		
NOV - Amella	NOV	7073736-02		Back No. E060.	7" 26.00H P-110 EC V8AM SEAMLESS CASING, API 8RD LONG THREAD	FW151500	SM 105 #A-21 ST1 OCSG 17938	EA	NEW		22	980.6	0		
NOV - Amella	NOV	7073511-01		Back No. H062.	7 5/8" 29.70H P-110 EC V8AM SEAMLESS CASING, SLUIT THREAD	FW151013	SM 105 #A-21 ST1 OCSG 17938	EA	NEW		46	2114.007	0		
NOV - Amella	NOV	7073511-01		Back No. H002.	7 5/8" 29.70H P-110 EC VSTAR SEAMLESS CASING, SLUIT THREAD	FW151013	SM 105 #A-21 ST1 OCSG 17938	EA	NEW		11	506.77	0		
NOV - Amella	NOV	7073511-01		Back No. H002.	7 5/8" 29.70H P-110 EC VSTAR SEAMLESS CASING, SLUIT THREAD	FW151013	SM 105 #A-21 ST1 OCSG 17938	EA	NEW		5	230.7	0		
NOV - Amella	NOV	7073511-01		Back No. H002.	7 5/8" 29.06H P-110 EC VSTAR SEAMLESS CASING, SLUIT THREAD	FW151013	SM 105 #A-21 ST1 OCSG 17938	EA	NEW		47	2165.43	0		
NOV - Amella	NOV	7073511-01		Back No. H002.	7 5/8" 29.06H P-110 EC VSTAR SEAMLESS CASING, SLUIT THREAD	FW151013	SM 105 #A-21 ST1 OCSG 17938	EA	NEW		88	4051.36	0		
NOV - Amella	NOV	7073511-01		Back No. H002.	7 5/8" 29.06H P-110 EC VSTAR SEAMLESS CASING, SLUIT THREAD	FW151013	SM 105 #A-21 ST1 OCSG 17938	EA	NEW		29	1337.9979	0		
NOV - Amella	NOV	7073511-01		Back No. H002.	7 5/8" 29.06H P-110 EC VSTAR SEAMLESS CASING, SLUIT THREAD	FW151013	SM 105 #A-21 ST1 OCSG 17938	EA	NEW		47	2173.1486	0		
NOV - Amella	NOV	70697979-01		Back No. 2-323.	10 3/4" 45.50H L-80 TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	NEW		5	217.15	0		
NOV - Amella	NOV	70697979-02		Back No. 2-203.	10 3/4" 45.50H L-80 TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	USED		1	44	0		
NOV - Amella	NOV	70697979-01		Back No. 2-323.	10 3/4" 45.50H L-80 TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	NEW		1	43.7	0		
NOV - Amella	NOV	70697979-03		Back No. 2-203.	10 3/4" 45.50H L-80 TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	NEW		1	44	0		
NOV - Amella	NOV	70697979-04		Back No. 2-213.	10 3/4" 45.50H L-80 TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	USED		2	88	0		
NOV - Amella	NOV	70698448-01		Back No. H021.	16" 97.00H Q125 HP U STEEL SEAMLESS CASING, SLF THREAD	FW151011	(ORLOW)	EA	NEW		70	2918.65	0		
NOV - Amella	NOV	70698448-01		Back No. 2-067.	16" 97.00H Q125 HP U STEEL SEAMLESS CASING, SLF THREAD	FW151011	G.C. 200 TA-9 (ORLOW)	EA	NEW		190	7924.9	0		
NOV - Amella	NOV	70698448-01		Back No. 2-201.	10 3/4" 59.45H HCQ1-25 VST AR SEAMLESS CASING, SLUIT THREAD	FW151011	G.C. 200 TA-9 (ORLOW)	EA	NEW		180	8281.6	0		
NOV - Amella	NOV	70698448-01		Back No. 2-312.	10 3/4" 59.45H HCQ1-25 VSTAR SEAMLESS CASING, SLUIT THREAD	FW151011	G.C. 200 TA-9 (ORLOW)	EA	NEW		250	11505.0092	0		
NOV - Amella	NOV	70698448-01		Back No. K016.	10 3/4" 59.45H HCQ1-25 VSTAR SEAMLESS CASING, SLUIT THREAD	FW151011	(ORLOW)	EA	NEW		62	2855.29	0		
NOV - Amella	NOV	70698439-01		Back No. E006.	9 7/8" 64.10H Q-125 VALLOUREC SEAMLESS CASING, SLUIT THREAD	FW151011	(ORLOW)	EA	NEW		258	11223	0		
NOV - Amella	NOV	70698439-01		Back No. E027.	9 7/8" 64.10H Q-125 VALLOUREC SEAMLESS CASING, SLUIT THREAD	FW151011	(ORLOW)	EA	NEW		225	9787.5	0		
NOV - Amella	NOV	70698431-01		Back No. 1004.	16" 97.00H Q125 HP U STEEL SEAMLESS CASING, SLF THREAD	FW151011	G.C. 200 TA-9 (ORLOW)	EA	NEW		26	1085.5	0		
NOV - Amella	NOV	70698431-01		Back No. E086.	16" 97.00H Q125 HP U STEEL SEAMLESS CASING, SLF THREAD	FW151011	(ORLOW)	EA	NEW		9	371.15	0		
NOV - Amella	NOV	70698431-01		Back No. E086.	16" 97.00H Q125 HP U STEEL SEAMLESS CASING, SLF THREAD	FW151011	G.C. 200 TA-9 (ORLOW)	EA	NEW		115	4801.25	0		
NOV - Amella	NOV	70698424-01		Back No. 2-310.	16" 97.00H Q125 HP U STEEL SEAMLESS CASING, SLF THREAD	FW151011	G.C. 200 TA-9 (ORLOW)	EA	NEW		170	7083.9	0		
NOV - Amella	NOV	70698424-01		Back No. K050.	16" 97.00H Q125 HP U STEEL SEAMLESS CASING, SLF THREAD	FW151011	G.C. 200 TA-9 (ORLOW)	EA	NEW		25	1042.2	0		
NOV - Amella	NOV	7068957-01		Back No. 2-323.	16" 65.00H H-40 TTK ERW CASING, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	NEW		1	34.4	0		
NOV - Amella	NOV	7068957-01		Back No. 2-323.	16" 65.00H H-40 TTK ERW CASING, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	NEW		1	35.8	0		
NOV - Amella	NOV	7068957-02		Back No. 2-323.	16" 65.00H H-40 TENARIS SEAMLESS CASING, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	NEW		9	383.85	0		
NOV - Amella	NOV	7068957-03		Back No. 2-208.	16" 65.00H H-40 USS SEAMLESS PIPE JOINTS, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	USED		1	22.2	0		
NOV - Amella	NOV	7068957-02		Back No. 2-323.	16" 65.00H H-40 TENARIS SEAMLESS CASING, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	NEW		1	42.25	0		
NOV - Amella	NOV	7068957-04		Back No. 2-203.	16" 65.00H H-40 TENARIS SEAMLESS CASING, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	USED		1	44	0		
NOV - Amella	NOV	7068957-01		Back No. 2-323.	16" 65.00H H-40 TTK ERW CASING, BUTTRESS THREAD	FW151013	SHIP SHOAL 169 G-3	EA	NEW		1	35	0		
NOV - Amella	NOV	7069156-04		Back No. 2-323.	18 5/8" 87.50H J-55 MANNESMANN SEAMLESS CASING, BUTTRESS THREAD	FW151000	SM 105 #A-21 ST1	EA	NEW		1	40.8	0		
NOV - Amella	NOV	7069156-06		Back No. 2-323.	18 5/8" 87.50H J-55 MANNESMANN SEAMLESS CASING, BUTTRESS THREAD	FW151000	SM 105 #A-21 ST1	EA	NEW		1	23.5	0		
NOV - Amella	NOV	7069156-02		Back No. 2-323.	18 5/8" 87.50H J-55 NSM SEAMLESS CASING, BUTTRESS THREAD	FW151000	SM 105 #A-21 ST1	EA	NEW		1	43.6	0		
NOV - Amella	NOV	7069156-03		Back No. 2-323.	18 5/8" 87.50H J-55 MANNESMANN SEAMLESS CASING, BUTTRESS THREAD	FW151000	SM 105 #A-21 ST1	EA	NEW		1	45.8	0		
NOV - Amella	NOV	7069156-05		Back No. 2-323.	18 5/8" 87.50H J-55 MANNESMANN SEAMLESS CASING, BUTTRESS THREAD	FW151000	SM 105 #A-21 ST1	EA	NEW		1	44.35	0		
NOV - Amella	NOV	70694644-01		Back No. E007.	13 3/8" 68.00H HCL80 ARCELOR MITTAL SEAMLESS CASING, BUTTRESS THREAD	FW151000	SM 105 A S1	EA	NEW		3	122.55	0		
NOV - Amella	NOV	70694644-01		Back No. E007.	13 3/8" 68.00H HCL80 ARCELOR MITTAL SEAMLESS CASING, BUTTRESS THREAD	FW151000	SM 105 A S1	EA	NEW		3	120.65	0		
NOV - Amella	NOV	70694644-03		Back No. E007.	13 3/8" 68.00H HCL80 ARCELOR MITTAL SEAMLESS CASING, BUTTRESS THREAD	FW151000	SM 105 A S1	EA	NEW		1	42.65	0		
NOV - Amella	NOV	70694644-02		Back No. E007.	13 3/8" 68.00H HCL80 ARCELOR MITTAL SEAMLESS CASING, BUTTRESS THREAD	FW151000	SM 105 A S1	EA	NEW		1	42.75	0		
NOV - Amella	NOV	70694041-02		Back No. HUBCT.	OTHER, THREAD	FW151004	MP 296 B15	EA	USED		1	18.05	0		
NOV - Amella	NOV	70694041-02		Back No. HUBCT.	OTHER, THREAD	FW151004	MP 296 B15	EA	USED		1	22.25	0		
NOV - Amella	NOV	7069497-02		Back No. E069.	2 7/8" 6.50H 13CR05 JFE SEAMLESS TUBING, B7S-8 THREAD	FW151004	ENTERPRISE 264 SM 280 H	EA	USED		5	157.5	0		
NOV - Amella	NOV	7067957-01		Back No. H052.	11 7/8" 71.80H HCQ1-25 U STEEL SEAMLESS CASING, TSH 513 THREAD	FW151011	GREEN CANYON 200 TA-9 OCSG 12209	EA	NEW		26	1194.573	0		
NOV - Amella	NOV	7067957-03		Back No. 18-140.	11 7/8" 70.26H Q125 XHP U STEEL SEAMLESS CASING, TSH 513 THREAD	FW151011	GREEN CANYON 200 TA-9 OCSG 12209	EA	NEW		85	3633.5029	0		
NOV - Amella	NOV	7067957-02		Back No. B057.	11 7/8" 71.80H HCQ1-25 X8M SEAMLESS CASING, TSH 513 THREAD	FW151011	GREEN CANYON 200 TA-9 OCSG 12209	EA	NEW		2	91.45	0		
NOV - Amella	NOV	7066939-03		Back No. 12-ACC.	18 5/8" 87.50H J-55 MANNESMANN SEAMLESS PIPE JOINTS, BUTTRESS THREAD	FW151000	OCSG 17938 ISLAND 105 #A-21 ST SOUTH MARSH	EA	NEW		1	23.6	0		
NOV - Amella	NOV	7066904-02		Back No. E060.	7" 26.00H HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW151500	OCSG 17938	EA	NEW		1	47.4	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
NOV - Anella	NOV	765994-01		Back No. E060	7 3/8" 20.0MP P-110 IC TENARIS TAMSA SEAMLESS CASING, API 80D LONG THREAD	FW181500	SOUTH MARSH	EA	NEW		2	89.7			
NOV - Anella	NOV	765994-01		Back No. E069	2 7/8" 5.50W 13CRB5 JFE SEAMLESS TUBING, B7S-8 THREAD	FW181500	ISLAND 127 #B-21 ST1	EA	USED		4	135.4			
NOV - Anella	NOV	765994-02		Back No. E069	2 7/8" 5.50W 13CRB5 JFE SEAMLESS TUBING, B7S-8 THREAD	FW181500	ISLAND 127 #B-21 ST1	EA	USED		3	95.3			
NOV - Anella	NOV	765994-01		Back No. C247	5 1/2" 20.0MP P-110 IC SEAMLESS CASING, TSH 625 THREAD	FW181008	SM 127 #B-17	EA	USED		11	511.35			
NOV - Anella	NOV	765998-01		Back No. B020	5" 18.0MP P-110 IC TENARIS TAMSA SEAMLESS CASING, TSH WEDGE 625 THREAD	FW181009	ST 67 #6	EA	USED		20	918.55			
NOV - Anella	NOV	765998-01		Back No. B021	7 5/8" 29.20W P-110 IC TENARIS TAMSA SEAMLESS CASING, TSH 513 THREAD	FW181502	SM 127 #B-17	EA	NEW		1	43.45			
NOV - Anella	NOV	765998-01		Back No. C247	7 5/8" 29.20W P-110 IC TENARIS TAMSA SEAMLESS CASING, TSH 513 THREAD	FW181502	SM 127 #B-17	EA	USED		2	88			
NOV - Anella	NOV	765998-01		Back No. C247	7 5/8" 29.20W P-110 IC TENARIS TAMSA SEAMLESS CASING, TSH 513 THREAD	FW181502	SM 127 #B-17	EA	USED		1	26.2			
NOV - Anella	NOV	765998-01		Back No. C247	7 5/8" 29.20W P-110 IC TENARIS TAMSA SEAMLESS CASING, TSH 513 THREAD	FW181502	SM 127 #B-17	EA	USED		1	59.6			
NOV - Anella	NOV	765998-04		Back No. 2-336	7 5/8" 29.20W P-110 IC TENARIS TAMSA SEAMLESS CASING, TSH 513 THREAD	FW181502	SM 127 #B-17	EA	NEW		1	10.3			
NOV - Anella	NOV	765998-01		Back No. C247	7 5/8" 29.20W P-110 IC TENARIS TAMSA SEAMLESS CASING, TSH 513 THREAD	FW181502	SM 127 #B-17	EA	NEW		48	2089.05			
NOV - Anella	NOV	765946-03		Back No. H021	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181009	ST 67 #6	EA	USED		1	44			
NOV - Anella	NOV	765946-01		Back No. H021	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181009	ST 67 #6	EA	USED		3	128.75			
NOV - Anella	NOV	765946-02		Back No. H021	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181009	ST 67 #6	EA	UNKNOWN		2	88			
NOV - Anella	NOV	765946-01		Back No. B011	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181009	ST 67 #6	EA	NEW		1	42.45			
NOV - Anella	NOV	765946-01		Back No. B011	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181009	ST 67 #6	EA	NEW		3	118.2			
NOV - Anella	NOV	765946-01		Back No. B011	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181009	ST 67 #6	EA	NEW		3	118.2			
NOV - Anella	NOV	765946-01		Back No. E019	10 3/4" 45.50W P-110 IC TENARIS TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW181002	SM 127 #B-17 INSCO	EA	USED		1	44			
NOV - Anella	NOV	765946-01		Back No. E019	10 3/4" 45.50W P-110 IC TENARIS TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW181002	SM 127 #B-17 INSCO	EA	NEW		11	441.05			
NOV - Anella	NOV	765946-01		Back No. E047	10 3/4" 45.50W P-110 IC TENARIS TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW181002	SM 127 #B-17 INSCO	EA	NEW		1	20			
NOV - Anella	NOV	765946-01		Back No. 2-336	16" 65.0MP H-40 TMSO ERW PUP JOINTS, BUTTRESS THREAD	FW181002	SM 127 #B-17 INSCO	EA	USED		1	19.6			
NOV - Anella	NOV	765946-01		Back No. 2-336	16" 65.0MP H-40 TMSO ERW PUP JOINTS, BUTTRESS THREAD	FW181002	SM 127 #B-17 INSCO	EA	USED		1	22.3			
NOV - Anella	NOV	765946-01		Back No. 2-336	16" 65.0MP H-40 TMSO ERW PUP JOINTS, BUTTRESS THREAD	FW181002	SM 127 #B-17 INSCO	EA	USED		1	33.2			
NOV - Anella	NOV	765946-01		Back No. B011	16" 65.0MP H-40 TMSO ERW PUP JOINTS, BUTTRESS THREAD	FW181002	SM 127 #B-17 INSCO	EA	NEW		1	34.75			
NOV - Anella	NOV	765946-01		Back No. B011	16" 65.0MP H-40 TMSO ERW PUP JOINTS, BUTTRESS THREAD	FW181002	SM 127 #B-17 INSCO	EA	NEW		1	34.75			
NOV - Anella	NOV	765946-01		Back No. C152	2 7/8" 6.50W 13CRB5 JFE SEAMLESS TUBING, B7S-8 THREAD	FW184011	SOUTH MARSH	EA	USED		6	190.65			
NOV - Anella	NOV	765946-01		Back No. C118	2 7/8" 6.50W 13CRB5 JFE SEAMLESS TUBING, B7S-8 THREAD	FW184011	ISLAND 149 C4	EA	USED		0	158.6			
NOV - Anella	NOV	765946-01		Back No. B020	7" 32.0MP P-110 IC TENARIS TAMSA SEAMLESS CASING, TSH 523 THREAD	FW 181503	SOUTH MARSH	EA	NEW		13	604.9			
NOV - Anella	NOV	765946-01		Back No. B020	7" 32.0MP P-110 IC TENARIS TAMSA SEAMLESS CASING, TSH 523 THREAD	FW 181503	SOUTH MARSH	EA	NEW		11	501.3			
NOV - Anella	NOV	765946-01		Back No. E069	2 7/8" 6.50W JFE 13CR95 JFE SEAMLESS TUBING, B7S-8 THREAD	FW184024	MAIN PASS 153B	EA	USED		3	95.05			
NOV - Anella	NOV	765946-01		Back No. C233	7 5/8" 29.20W HCP-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181502	ISLAND 127 #B-17	EA	NEW		2	87.85			
NOV - Anella	NOV	765946-01		Back No. C233	7 5/8" 29.20W HCP-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181502	ISLAND 127 #B-17	EA	NEW		4	186.4			
NOV - Anella	NOV	765946-01		Back No. C233	7 5/8" 29.20W HCP-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181502	ISLAND 127 #B-17	EA	NEW		1	47.75			
NOV - Anella	NOV	765946-01		Back No. C233	7 5/8" 29.20W HCP-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181502	ISLAND 127 #B-17	EA	NEW		2	95.05			
NOV - Anella	NOV	765946-01		Back No. C233	7 5/8" 29.20W HCP-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181502	ISLAND 127 #B-17	EA	NEW		1	46.2			
NOV - Anella	NOV	765946-01		Back No. H020	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 523 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		6	277.5			
NOV - Anella	NOV	765946-01		Back No. H020	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 523 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		10	429.5476			
NOV - Anella	NOV	765946-01		Back No. H020	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 523 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		1	43			
NOV - Anella	NOV	765946-01		Back No. H020	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 523 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		19	811.2			
NOV - Anella	NOV	765946-01		Back No. B021	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		2	85.4			
NOV - Anella	NOV	765946-01		Back No. B021	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		1	42.8			
NOV - Anella	NOV	765946-01		Back No. H020	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 523 THREAD	FW181503	ST 67 #6 ST3	EA	NEW		2	95.3			
NOV - Anella	NOV	765946-01		Back No. E039	16" 65.0MP H-40 TENARIS ERW CASING, BUTTRESS THREAD	FW 181002	ISLAND 127 #B-17	EA	NEW		5	212.9			
NOV - Anella	NOV	765946-01		Back No. M106	10 1/8" 79.23W JFE 125T JFE SEAMLESS CASING, SUJII THREAD	201560	KATMAI 2	EA	NEW		84	3799.25			
NOV - Anella	NOV	765946-01		Back No. M106	10 1/8" 79.23W JFE 125T JFE SEAMLESS CASING, SUJII THREAD	201560	KATMAI 2	EA	NEW		2	91.2			
NOV - Anella	NOV	765946-01		Back No. S104	11 7/8" 71.80W TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPIS THREAD	201560	KATMAI 2	EA	NEW		5	237.75			
NOV - Anella	NOV	765946-01		Back No. S104	11 7/8" 71.80W TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPIS THREAD	201560	KATMAI 2	EA	NEW		42	1918.95			
NOV - Anella	NOV	765946-01		Back No. S104	11 7/8" 71.80W TN-125-HC TENARIS SEAMLESS CASING, TSH 523 DPIS THREAD	201560	KATMAI 2	EA	NEW		1	48.8			
NOV - Anella	NOV	765946-01		Back No. C152	2 7/8" 6.50W L80 TSC SEAMLESS TUBING, B7S-8R THREAD	FW177024	EB 160 A-23	EA	NEW		1	31.25			
NOV - Anella	NOV	765946-01		Back No. H005	7 5/8" 29.20W P-110 IC TENARIS SEAMLESS CASING, API 80D LONG THREAD	FW182000	LOBSTER RIG	EA	NEW		5	230.7			
NOV - Anella	NOV	765946-01		Back No. A037	2 7/8" 6.50W 13CRB5 JFE SEAMLESS TUBING, B7S-8 THREAD	FW182000	VR 18 A2	EA	NEW		26	824.8			
NOV - Anella	NOV	765946-01		Back No. H020	7" 32.0MP P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	FW182000	VR 18 A2	EA	NEW		5	230.7			
NOV - Anella	NOV	765946-01		Back No. E033	5 1/2" 20.0MP P-110 IC TENARIS SEAMLESS CASING, VAM TOP HT THREAD	FW181500	VR 18 A2	EA	NEW		6	271.1			
NOV - Anella	NOV	765946-01		Back No. E033	5 1/2" 20.0MP P-110 IC TENARIS SEAMLESS CASING, VAM TOP HT THREAD	FW181500	VR 18 A2	EA	NEW		1	46.1			
NOV - Anella	NOV	765946-01		Back No. M106	7 1/8" 40.40W HP2-13CR115 JFE SEAMLESS CASING, PLAIN END THREAD	FW181500	COMPLETION	EA	NEW		12	528			
NOV - Anella	NOV	765946-01		Back No. S104	5 1/2" 29.20W HP2-13CR115 JFE SEAMLESS CASING, PLAIN END UPSET THREAD	FW181500	COMPLETION	EA	NEW		6	264			
NOV - Anella	NOV	765946-01		Back No. S104	6.625" 57.35W HP2-13CR115 JFE SEAMLESS CPUG STOCK, PLAIN END THREAD	FW181500	COMPLETION	EA	NEW		1	143.51			
NOV - Anella	NOV	765946-01		Back No. S104	6.504" 1.07 VM-110 13CRSS GERMAN SEAMLESS CPUG STOCK, PLAIN END THREAD	FW181500	COMPLETION	EA	NEW		8	144			



Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
NOV - Anella	NOV	7487102-01		Rack No. E033.	5 1/2" 20.00FP-110 EC V&M SEAMLESS CASING, STL THREAD	FW155042	MP 140 A SVD R1/WORKOVER	EA	NEW		3	120.5	0		
NOV - Anella	NOV	7487102-02		Rack No. C111.	3 1/2" 5.30F L80 1% CR TMK SEAMLESS TUBING, API 8RD EUE THREAD	FW155042	MP 140 A SVD R1/WORKOVER	EA	NEW		6	192.05	0		
NOV - Anella	NOV	7487102-01		Rack No. C255.	5 1/2" 20.00FP-110 EC V&M SEAMLESS CASING, STL THREAD	FW155042	MP 140 A SVD R1/WORKOVER	EA	NEW		4	183.45	0		
NOV - Anella	NOV	7487099-01		Rack No. C111.	3 1/2" 5.30F L80 1% CR TMK SEAMLESS TUBING, API 8RD EUE THREAD	FW155043	MP 140 A SVD #2 R1/WORKOVER	EA	NEW		5	160.2	0		
NOV - Anella	NOV	7487101-01		Rack No. C111.	7 5/8" 29.70FP-110 IC TENARIS SEAMLESS CASING, TSH 533 THREAD	FW154025	MP 140 A SVD R1/WORKOVER	EA	USED		1	27.4	0		
NOV - Anella	NOV	7487101-01		Rack No. C152.	2 7/8" 6.50F 13CRB8 JFE SEAMLESS TUBING, B7S-8 THREAD	G0164000	WD 70 E 6 ST R1/WORKOVER	EA	NEW		28	889.35	0		
NOV - Anella	NOV	7465248-04		Rack No. C255.	5 1/2" 23.00FP-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	EI 35.4 A 86 ST1 BP1 R1/WORKOVER	EA	NEW		1	47.3	0		
NOV - Anella	NOV	7465248-03		Rack No. C255.	5 1/2" 20.00H HCP-110 V&M SEAMLESS CASING, STL THREAD	FW164003	EI 35.4 A 86 ST1 BP1 R1/WORKOVER	EA	NEW		1	19.65	0		
NOV - Anella	NOV	7460139-01		Rack No. 2-109.	11 7/8" 70.60F VM-125-HC VALLOUREC SEAMLESS CASING, PLAIN END THREAD		INVENTORY	EA	NEW		121	586.2	0		
NOV - Anella	NOV	7459724-02		Rack No. E033.	5 1/2" 20.00FP-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	OCSS 10752 E1.354 A6 ST#1	EA	NEW		1	35.65	0		
NOV - Anella	NOV	7459724-01		Rack No. E033.	5 1/2" 20.00H HCP-110 U-5 STEEL SEAMLESS CASING, STL THREAD	FW164003	OCSS 10752 E1.354 A6 ST#1	EA	NEW		3	134.25	0		
NOV - Anella	NOV	7459724-02		Rack No. E033.	5 1/2" 20.00FP-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	OCSS 10752 E1.354 A6 ST#1	EA	NEW		2	76.4	0		
NOV - Anella	NOV	7459724-03		Rack No. E033.	5 1/2" 20.00FP-110 V&M STAR SEAMLESS CASING, STL THREAD	FW164003	E1.354 A6 ST#1 OCSS 10752	EA	NEW		1	46.1	0		
NOV - Anella	NOV	7459724-01		Rack No. E033.	5 1/2" 20.00H HCP-110 U-5 STEEL SEAMLESS CASING, STL THREAD	FW164003	OCSS 10752 E1.354 A6 ST#1	EA	NEW		8	361.8	0		
NOV - Anella	NOV	7459724-05		Rack No. E033.	5 1/2" 23.00FP-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	OCSS 10752 E1.354 A6 ST#1	EA	NEW		4	171.85	0		
NOV - Anella	NOV	7459724-05		Rack No. E033.	5 1/2" 23.00FP-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	OCSS 10752 E1.354 A6 ST#1	EA	NEW		9	408.8	0		
NOV - Anella	NOV	7459724-02		Rack No. E033.	5 1/2" 20.00FP-110 EC V&M SEAMLESS CASING, STL THREAD	FW164003	OCSS 10752 E1.354 A6 ST#1	EA	NEW		11	429.55	0		
NOV - Anella	NOV	7459724-01		Rack No. E033.	5 1/2" 20.00H HCP-110 U-5 STEEL SEAMLESS CASING, STL THREAD	FW164003	OCSS 10752 E1.354 A6 ST#1	EA	NEW		1	45.6	0		
NOV - Anella	NOV	7459724-01		Rack No. 13-366.	7 5/8" 29.70FP-110 IC TENARIS SEAMLESS CASING, PLAIN END THREAD	FW154025	OCSS 5040 E1.316 #4-11	EA	NEW		153	6048.1	0		
NOV - Anella	NOV	7444562-03		Rack No. C023.	7 5/8" 29.70FP-110 IC TENARIS SEAMLESS CASING, TSH 533 THREAD	FW154025	E1.316 A #11 OCSS 5040	EA	USED		1	27.4	0		
NOV - Anella	NOV	7444562-01		Rack No. E079.	7 5/8" 29.70FP-110 IC TENARIS SEAMLESS CASING, TSH 533 THREAD	FW154025	E1.316 A #11 OCSS 5040	EA	NEW		1	46.95	0		
NOV - Anella	NOV	7444562-04		Rack No. C024.	7 5/8" 29.70FP-110 IC TENARIS SEAMLESS CASING, TSH 533 THREAD	FW154025	E1.316 A #11 OCSS 5040	EA	USED		1	19.1	0		
NOV - Anella	NOV	7438076-01		Rack No. H005.	7 5/8" 29.70FP-110 IC TENARIS SEAMLESS CASING, TSH 533 THREAD	FW154025	EUGENE ISL 316 A-11 OCSS 5040	EA	NEW		2	92.3	0		
NOV - Anella	NOV	7438076-01		Rack No. H005.	7 5/8" 29.70FP-110 IC TENARIS SEAMLESS CASING, TSH 533 THREAD	FW154025	EUGENE ISL 316 A-11 OCSS 5040	EA	NEW		24	1121.1	0		
NOV - Anella	NOV	7438076-01		Rack No. H005.	7 5/8" 29.70FP-110 IC TENARIS SEAMLESS CASING, TSH 533 THREAD	FW154025	EUGENE ISL 316 A-11 OCSS 5040	EA	NEW		22	1020.65	0		
NOV - Anella	NOV	7437245-01		Rack No. D006.	7 5/8" 33.70H P-110 RV VALLOUREC SEAMLESS CASING, TSH 523 THREAD	FW154025	E1.316 #4-11 OCSS 5040	EA	UNKNOWN		1	34.1	0		
NOV - Anella	NOV	7437245-02		Rack No. C051.	OTHER, THREAD	FW154025	E1.316 #4-11 OCSS 5040	EA	USED		1	0	0		
NOV - Anella	NOV	7438675-01		Rack No. 13-342.	7 5/8" 33.70H HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISL 316 A-11 OCSS 5040	EA	NEW		1	45.25	0		
NOV - Anella	NOV	7438675-01		Rack No. E028.	7 5/8" 33.70H HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISL 316 A-11 OCSS 5040	EA	NEW		79	3639.75	0		
NOV - Anella	NOV	7438030-03		Rack No. E060.	7 5/8" 33.70H HCP-110 SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSS 5040	EA	NEW		9	417.05	0		
NOV - Anella	NOV	7438030-03		Rack No. E060.	7 5/8" 33.70H HCP-110 SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSS 5040	EA	NEW		9	416.3	0		
NOV - Anella	NOV	7438030-01		Rack No. E060.	7 5/8" 33.70H HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSS 5040	EA	NEW		16	657.25	0		
NOV - Anella	NOV	7438030-01		Rack No. E060.	7 5/8" 33.70H HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSS 5040	EA	NEW		25	1104.95	0		
NOV - Anella	NOV	7438030-02		Rack No. E060.	7 5/8" 33.70H HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSS 5040	EA	NEW		12	552.5	0		
NOV - Anella	NOV	7438030-04		Rack No. E060.	7 5/8" 33.70H HCP-110 TPCCO SEAMLESS CASING, API 8RD LONG THREAD	FW154025	EUGENE ISLAND 316 A-11 OCSS 5040	EA	NEW		8	353.25	0		
NOV - Anella	NOV	7426924-08		Rack No. E017.	4 1/2" 17.00H VM-110 13CRSS SEAMLESS RUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		1	10	0		
NOV - Anella	NOV	7426924-03		Rack No. WVRK02.	7 1/16" X 5 1/2" 40.40F 29.70H (70.10H) HP213CR115(O) HP213CR115(I) SEAMLESS UT, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		8	291.12	0		
NOV - Anella	NOV	7426924-09		Rack No. SH05.	5 1/2" 26.00H VM-110 13CRSS VALLOUREC COUPLINGS, THREAD	203302	MC 948 #2	EA	NEW		2	0	0		
NOV - Anella	NOV	7426924-11		Rack No. WVRK02.	5 1/2" 26.00H VM-110 13CRSS VALLOUREC SEAMLESS CASING, VAM TOP HC THREAD	203302	MC 948 #2	EA	USED		4	181.5	0		
NOV - Anella	NOV	7426924-07		Rack No. SH05.	5 1/2" 26.00H VM-110 13CRSS SEAMLESS RUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		3	12	0		
NOV - Anella	NOV	7426924-07		Rack No. SH05.	5 1/2" 26.00H VM-110 13CRSS SEAMLESS RUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		4	8	0		
NOV - Anella	NOV	7426924-07		Rack No. SH02.	5 1/2" 26.00H VM-110 13CRSS SEAMLESS RUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		14	56	0		
NOV - Anella	NOV	7426924-10		Rack No. SH04.	5 1/2" 26.00H VM-110 13CRSS VALLOUREC SEAMLESS CASING, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		1	20	0		
NOV - Anella	NOV	7426924-02		Rack No. WVRK02.	5 1/2" 26.00H VM-110 13CRSS VALLOUREC COUPLINGS, THREAD	203302	MC 948 #2	EA	NEW		40	1806.3	0		
NOV - Anella	NOV	7426924-09		Rack No. SH05.	5 1/2" 26.00H VM-110 13CRSS VALLOUREC COUPLINGS, THREAD	203302	MC 948 #2	EA	NEW		30	0	0		
NOV - Anella	NOV	7426924-08		Rack No. E017.	4 1/2" 17.00H VM-110 13CRSS SEAMLESS RUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		1	4	0		
NOV - Anella	NOV	7426924-04		Rack No. SH04.	5 1/2" 29.70H 13CR115 SEAMLESS RUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		1	15	0		
NOV - Anella	NOV	7426924-04		Rack No. SH04.	5 1/2" 29.70H 13CR115 SEAMLESS RUP JOINTS, VAM TOP HC THREAD	203302	MC 948 #2	EA	NEW		1	20	0		
NOV - Anella	NOV	741565-01		Rack No. A049.	2 7/8" 7.50F 13CR110 JFE SEAMLESS TUBING, B7S-6 THREAD	FW155061	D 136 JA-4 BP1	EA	NEW		10	315.05	0		

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
NOV - Amella	NOV	7339201-05		Rack No. EP25	9 5/8" 52.85# HCO-125 V8M STM SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G	EA	NEW		1	44.8	0		
NOV - Amella	NOV	7339201-04		Rack No. EP25	9 5/8" 52.85# HCO-125 SIDERCA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		1	41.75	0		
NOV - Amella	NOV	7339201-05		Rack No. EP25	9 5/8" 52.85# HCO-125 V8M STM SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		3	131.35	0		
NOV - Amella	NOV	7339201-03		Rack No. EP19	9 5/8" 52.85# HCO-125 TENARIS-TAMSKA SEAMLESS PUP JOINTS, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		1	23	0		
NOV - Amella	NOV	7339201-06		Rack No. EP25	9 5/8" 53.50# P110 EC V8M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		4	182.7	0		
NOV - Amella	NOV	7339201-03		Rack No. EP25	9 5/8" 52.85# HCO-125 V8M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		4	176.65	0		
NOV - Amella	NOV	7339201-04		Rack No. EP25	9 5/8" 52.85# HCO-125 SIDERCA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		2	92.45	0		
NOV - Amella	NOV	7339201-04		Rack No. EP25	9 5/8" 52.85# HCO-125 SIDERCA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		1	45.8	0		
NOV - Amella	NOV	7339201-01		Rack No. EP25	9 5/8" 52.85# HCO-125 TENARIS-TAMSKA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		4	176.75	0		
NOV - Amella	NOV	7339201-03		Rack No. EP25	9 5/8" 52.85# HCO-125 V8M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		6	263.45	0		
NOV - Amella	NOV	7339201-01		Rack No. EP25	9 5/8" 52.85# HCO-125 TENARIS-TAMSKA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		11	497.2	0		
NOV - Amella	NOV	7339201-01		Rack No. EP25	9 5/8" 52.85# HCO-125 TENARIS-TAMSKA SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		5	227.8	0		
NOV - Amella	NOV	7339201-06		Rack No. EP25	9 5/8" 53.50# P110 EC V8M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		28	1255.4	0		
NOV - Amella	NOV	7339201-06		Rack No. EP25	9 5/8" 53.50# P110 EC V8M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		6	275.45	0		
NOV - Amella	NOV	7339201-06		Rack No. EP25	9 5/8" 53.50# P110 EC V8M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		1	46	0		
NOV - Amella	NOV	7339201-06		Rack No. EP25	9 5/8" 53.50# P110 EC V8M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		1	45.3	0		
NOV - Amella	NOV	7339201-06		Rack No. EP25	9 5/8" 53.50# P110 EC V8M SEAMLESS CASING, SLX THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		3	135.95	0		
NOV - Amella	NOV	7339176-02		Rack No. EQ08	9 5/8" 53.50# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW151006	EUGENE ISLAND 136 #JA-2 ST1 OSC-G 3156	EA	NEW		3	137.25	0		
NOV - Amella	NOV	7337780-01		Rack No. MT02	7 1/16" 40.40# HP2-13CR115 JFE SEAMLESS CASING, PLAIN END THREAD		VESSEL "GLORIOUS HOPE"	EA	NEW		1	35.95	0		
NOV - Amella	NOV	7337780-01		Rack No. MT02	7 1/16" 40.40# HP2-13CR115 JFE SEAMLESS CASING, PLAIN END THREAD		VESSEL "GLORIOUS HOPE"	EA	NEW		2	71.7674	0		
NOV - Amella	NOV	7339430-01		Rack No. H062	9 5/8" 47.00# P-110 EC V8M SEAMLESS CASING, API 8RD LONG THREAD	FW151001	MP 533 B-10 S73	EA	NEW		13	564.1	0		
NOV - Amella	NOV	7334105-01		Rack No. H051	9 5/8" 53.50# P-110 IC TENARIS SEAMLESS CASING, TSH 5133 THREAD	SR140007	GC 66 A-23	EA	NEW		20	946.2	0		
NOV - Amella	NOV	7339330-01		Rack No. C255	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW151515	SMI 48 E-7 SMI 48 E-7	EA	NEW		14	654.74	0		
NOV - Amella	NOV	7339330-02		Rack No. C255	7 5/8" 29.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141515	SMI 48 E-7 SMI 48 E-7	EA	NEW		1	46.78	0		
NOV - Amella	NOV	7339330-02		Rack No. C255	7 5/8" 29.70# HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141515	SMI 48 E-7 SMI 48 E-7	EA	NEW		4	184.15	0		
NOV - Amella	NOV	7339330-01		Rack No. C255	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141515	SMI 48 E-7 SMI 48 E-7	EA	NEW		1	45.82	0		
NOV - Amella	NOV	7339330-03		Rack No. C255	7 5/8" 29.70# P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141515	SMI 48 E-7 SMI 48 E-7	EA	NEW		4	181.48	0		
NOV - Amella	NOV	7339358-03		Rack No. ED45	11 3/4" 65.00# Q-125 HC LONG STAR ERW CASING, HYD 523 THREAD	SR141005	GC 66 A-23 GC 66 A-23	EA	NEW		5	200.5	0		
NOV - Amella	NOV	7339358-01		Rack No. BP-15	11 3/4" 65.00# Q-125 IC TENARIS SEAMLESS CASING, HYD 523 THREAD	SR141005	GC 66 A-23 GC 66 A-23	EA	NEW		5	203.4	0		
NOV - Amella	NOV	7339358-01		Rack No. ED45	11 3/4" 65.00# Q-125 IC TENARIS SEAMLESS CASING, HYD 523 THREAD	SR141005	GC 66 A-23 GC 66 A-23	EA	NEW		13	528.8472	0		
NOV - Amella	NOV	7339358-02		Rack No. ED45	11 3/4" 65.00# Q-125 HC U.S. STEEL SEAMLESS CASING, HYD 523 THREAD	SR141005	GC 66 A-23 GREEN CANYON 65 A-23 OCSG 5889	EA	NEW		4	152.25	0		
NOV - Amella	NOV	7326931-01		Rack No. B067	9 5/8" 53.50# P110 EC V8M SEAMLESS CASING, TSH 5133 THREAD	FW141505	H87 206 GC 66 A-23	EA	NEW		259	1129.45	0		
NOV - Amella	NOV	7324824-01		Rack No. EQ08	13 3/8" 72.00# HCO-125 U.S. STEEL SEAMLESS CASING, BUTTRESS THREAD	SR141005	GC 66 A-23 GC 66 A-23	EA	NEW		2	85.35	0		
NOV - Amella	NOV	7324824-01		Rack No. EQ08	13 3/8" 72.00# HCO-125 U.S. STEEL SEAMLESS CASING, BUTTRESS THREAD	SR141005	GC 66 A-23 GC 66 A-23	EA	NEW		1	43.35	0		
NOV - Amella	NOV	7324824-01		Rack No. EQ07	13 3/8" 72.00# HCO-125 U.S. STEEL SEAMLESS CASING, BUTTRESS THREAD	SR141005	GC 66 A-23 GC 66 A-23	EA	NEW		6	246.25	0		
NOV - Amella	NOV	7327330-01		Rack No. 2-308	18 5/8" 99.50# J-55 TATA STEEL ERW CASING, BUTTRESS THREAD	SR141007	GC 66 A-23 GC 66 A-23	EA	NEW		8	397.15	0		
NOV - Amella	NOV	7327330-02		Rack No. 2-336	18 5/8" 99.50# J-55 TATA STEEL ERW PUP JOINTS, BUTTRESS THREAD	SR141007	GC 66 A-23 GC 66 A-23	EA	NEW		1	21	0		
NOV - Amella	NOV	7327330-02		Rack No. 2-336	18 5/8" 99.50# J-55 TATA STEEL ERW PUP JOINTS, BUTTRESS THREAD	SR141007	GC 66 A-23 GC 66 A-23	EA	NEW		1	21.4	0		
NOV - Amella	NOV	7323277-02		Rack No. ED40	9 5/8" 53.50# P-110 IC TENARIS SEAMLESS CASING, TSH 5133 THREAD	FW141505	GREEN CANYON 65 A-23 OCSG 5889	EA	NEW		9	419	0		
NOV - Amella	NOV	7323277-02		Rack No. ED40	9 5/8" 53.50# P-110 IC TENARIS SEAMLESS CASING, TSH 5133 THREAD	FW141505	GREEN CANYON 65 A-23 OCSG 5889	EA	NEW		9	410.85	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
NOV - Anella	NOV	7321277-01		Rack No. B062.	9 5/8" 53.50W P-110 IC TAMSA SEAMLESS CASING, TSH 513 THREAD	FW141505	GREEN CANYON 65	EA	NEW		65	3046.44	0		
NOV - Anella	NOV	7316324-05		Rack No. WWRK07.	9 7/8" 62.80W HCCQ-125 SEAMLESS PUP JOINTS, HYD 513 THREAD	SA-12-0003	MAIN PASS #1 OC5-G 32263	EA	NEW		1	3	0		
NOV - Anella	NOV	7316334-07		Rack No. WWRK07.	11 3/4" 65.00W Q-125 IC SEAMLESS PUP JOINTS, HYD 523 THREAD	SA-12-0003	OC5-G 32263 MAIN PASS 295 #1 OC5-G 32263	EA	NEW		1	3	0		
NOV - Anella	NOV	7316334-02		Rack No. WWRK07.	9 7/8" 62.80W HCCQ-125 SEAMLESS PUP JOINTS, HYD 513 THREAD	SA-12-0003	MAIN PASS 295 #1 OC5-G 32263	EA	NEW		1	10	0		
NOV - Anella	NOV	7316334-03		Rack No. WWRK07.	9 7/8" 62.80W HCCQ-125 SEAMLESS PUP JOINTS, HYD 523 THREAD	SA-12-0003	OC5-G 32263	EA	NEW		1	3	0		
NOV - Anella	NOV	7315390-01		Rack No. EP22	11 3/4" 65.00W JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	W141005	OC5-G 588	EA	NEW		13	588.55	0		
NOV - Anella	NOV	7315390-01		Rack No. EP22	11 3/4" 65.00W JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	W141005	OC5-G 588	EA	NEW		1	42.75	0		
NOV - Anella	NOV	7315399-01		Rack No. EP22	11 3/4" 65.00W JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	W141005	OC5-G 588	EA	NEW		1	44.65	0		
NOV - Anella	NOV	7315399-01		Rack No. EP22	11 3/4" 65.00W JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	W141005	OC5-G 588	EA	NEW		1	42.8	0		
NOV - Anella	NOV	7315690-01		Rack No. EP22	11 3/4" 65.00W HCP-110 U S STEEL SEAMLESS CASING, HYD 513 THREAD	W141005	OC5-G 588	EA	NEW		1	42	0		
NOV - Anella	NOV	7315690-01		Rack No. B005	41/2" 13.50W HCP-110 THK SEAMLESS CASING, ULTRA SF THREAD	FW141009	E1 126 A-5 ST-1	EA	NEW		16	676.75	0		
NOV - Anella	NOV	7315632-02		Rack No. EQ09.	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141017	S5274 C22 S72	EA	NEW		1	46	0		
NOV - Anella	NOV	7305798-02		Rack No. 2.442.	9 5/8" 53.50W HCP-110 TAMSA SEAMLESS PUP JOINTS, TSH 513 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		1	22.95	0		
NOV - Anella	NOV	7305798-06		Rack No. B061.	9 5/8" 53.50W P-110 EC V&M SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		7	314.8	0		
NOV - Anella	NOV	7305798-05		Rack No. B061.	9 5/8" 53.50W P-110 EC V&M ST&M SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		24	1082.1	0		
NOV - Anella	NOV	7305798-03		Rack No. B061.	9 5/8" 53.50W HCP-110 U S STEEL SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		2	92.8	0		
NOV - Anella	NOV	7305798-01		Rack No. B061.	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS CASING, HYD 513 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		4	187.7	0		
NOV - Anella	NOV	7305798-01		Rack No. B061.	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS CASING, HYD 513 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		16	741.0824	0		
NOV - Anella	NOV	7305798-05		Rack No. EP22	9 5/8" 53.50W P-110 EC V&M ST&M SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		37	1656.35	0		
NOV - Anella	NOV	7305798-03		Rack No. EP22	9 5/8" 53.50W HCP-110 U S STEEL SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		7	329.9	0		
NOV - Anella	NOV	7305798-04		Rack No. EP22	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		1	44.35	0		
NOV - Anella	NOV	7305798-01		Rack No. EP22	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS CASING, HYD 513 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		1	47.25	0		
NOV - Anella	NOV	7305798-05		Rack No. EP22	9 5/8" 53.50W P-110 EC V&M ST&M SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		8	385.55	0		
NOV - Anella	NOV	7305798-05		Rack No. EP22	9 5/8" 53.50W P-110 EC V&M ST&M SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		1	46.3	0		
NOV - Anella	NOV	7305798-05		Rack No. EP22	9 5/8" 53.50W P-110 EC V&M ST&M SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		4	183	0		
NOV - Anella	NOV	7305798-05		Rack No. EP22	9 5/8" 53.50W P-110 EC V&M ST&M SEAMLESS CASING, HYD 523 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		9	411.05	0		
NOV - Anella	NOV	7305798-01		Rack No. EP22	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS CASING, HYD 513 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		2	93.45	0		
NOV - Anella	NOV	7305798-04		Rack No. B061	9 5/8" 53.50W HCP-110 TAMSA SEAMLESS CASING, TSH 523 THREAD	FW141505	GREEN CANYON 65 #	EA	NEW		3	133.55	0		
NOV - Anella	NOV	7303373-02		Rack No. B002	9 7/8" 61.80W Q125-IC TAMSA SEAMLESS CASING, TSH 513 THREAD	SR141003	GC 64 A26	EA	UNKNOWN		1	44	0		
NOV - Anella	NOV	7303373-01		Rack No. B002	9 7/8" 61.80W Q125-IC TAMSA SEAMLESS CASING, TSH 513 THREAD	SR141003	GC 64 A26	EA	UNKNOWN		16	704	0		
NOV - Anella	NOV	7302417-01		Rack No. B005	7" 32.00W HCP-110 JESCO SEAMLESS CASING, API 8RD LONG THREAD	FW141509	E1 126 A-5 ST-1	EA	NEW		28	1161.25	0		
NOV - Anella	NOV	7302417-01		Rack No. B005	7" 32.00W HCP-110 JESCO SEAMLESS CASING, API 8RD LONG THREAD	FW141509	E1 126 A-5 ST-1	EA	NEW		1	47.4	0		
NOV - Anella	NOV	7295656-01		Rack No. EP22	13 3/8" 72.00W P-110 IC TAMSA SEAMLESS CASING, BUTTRESS THREAD	FW141017	S5274 C22 S72	EA	NEW		7	323.1543	0		
NOV - Anella	NOV	7288937-02		Rack No. EQ09.	10 3/4" 45.50W J-55 TENARIS ERW PUP JOINTS, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	215	0		
NOV - Anella	NOV	7288937-01		Rack No. EQ09.	10 3/4" 45.50W J-55 TENARIS ERW CASING, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	46.35	0		
NOV - Anella	NOV	7288937-01		Rack No. EQ09.	10 3/4" 45.50W J-55 TENARIS ERW CASING, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	43.1	0		
NOV - Anella	NOV	7288937-02		Rack No. EQ09.	10 3/4" 45.50W J-55 TENARIS ERW PUP JOINTS, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		2	43.25	0		
NOV - Anella	NOV	7288937-01		Rack No. EQ09.	10 3/4" 45.50W J-55 TENARIS ERW CASING, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		2	81.75	0		
NOV - Anella	NOV	7288937-02		Rack No. EQ09.	10 3/4" 45.50W J-55 TENARIS ERW PUP JOINTS, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		2	42.8	0		
NOV - Anella	NOV	7288937-01		Rack No. B024.	10 3/4" 45.50W J-55 TENARIS ERW CASING, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		3	130.1	0		
NOV - Anella	NOV	7288937-01		Rack No. B024.	10 3/4" 45.50W J-55 TENARIS ERW CASING, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	40.1	0		
NOV - Anella	NOV	7288937-02		Rack No. EQ09.	10 3/4" 45.50W J-55 TENARIS ERW PUP JOINTS, BUTTRESS THREAD	FW1410016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	21.6	0		
NOV - Anella	NOV	7288869-05		Rack No. H005.	7 5/8" 29.70W HCP-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		4	188.5	0		
NOV - Anella	NOV	7288869-03		Rack No. H005.	7 5/8" 29.70W HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	45.35	0		
NOV - Anella	NOV	7288869-03		Rack No. H005.	7 5/8" 29.70W HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	45.1	0		
NOV - Anella	NOV	7288869-01		Rack No. H005.	7 5/8" 29.70W HCP-110 TAMSA SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		14	696.35	0		
NOV - Anella	NOV	7288869-04		Rack No. H005.	7 5/8" 29.70W P-110 IC TAMSA SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		2	91.8	0		
NOV - Anella	NOV	7288869-03		Rack No. H005.	7 5/8" 29.70W HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		1	47.4	0		
NOV - Anella	NOV	7288869-04		Rack No. H005.	7 5/8" 29.70W P-110 IC TAMSA SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E-8 OCSG 786	EA	NEW		27	1242.49	0		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
NOV - Anella	NOV	728869-05		Rack No. H005.	7 5/8" 29.20W P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E8 OCSG 786	EA	NEW		4	188.4	0		
NOV - Anella	NOV	728869-05		Rack No. H005.	7 5/8" 29.20W P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E8 OCSG 786	EA	NEW		7	332.25	0		
NOV - Anella	NOV	728869-01		Rack No. H005.	7 5/8" 29.20W HCP-110 TAMSA SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	786	EA	NEW		5	229.05	0		
NOV - Anella	NOV	728869-02		Rack No. H005.	7 5/8" 29.20W HCP-110 TPCO SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E8 OCSG 786	EA	NEW		1	44.55	0		
NOV - Anella	NOV	728869-01		Rack No. C255.	7 5/8" 29.20W P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY CODE: 8000 156	EA	NEW		64	2987.24	0		
NOV - Anella	NOV	728869-01		Rack No. C255.	7 5/8" 29.20W P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY CODE: 8000 156	EA	NEW		129	6023.01	0		
NOV - Anella	NOV	728870-01		Rack No. C255.	7 5/8" 29.20W P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW1415016	S.M.I. 48 E8 OCSG 786	EA	NEW		25	1166.75	0		
NOV - Anella	NOV	728935-01		Rack No. B005.	7 3/8" 29.00W HCP-125-1 TCA SEAMLESS CASING, STL THREAD	3500.2		EA	NEW		43	1881.7	0		
NOV - Anella	NOV	728934-02		Rack No. C255.	7 5/8" 29.20W HCP-110 TENARIS SEAMLESS CASING, TSH 513 THREAD	G0141504	M.P. 311 RB-12 ST OCSG 2213	EA	NEW		25	1134.7	0		
NOV - Anella	NOV	728934-01		Rack No. C255.	7 5/8" 29.20W P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	G0141504	M.P. 311 RB-12 ST OCSG 2213	EA	NEW		40	1848.4017	0		
NOV - Anella	NOV	728934-01		Rack No. B024.	10 3/4" 45.50W P-110 TENARIS SEAMLESS CASING, BUTTRESS THREAD	G0141504	M.P. 311 RB-12 OCSG 1967	EA	NEW		1	38.85	0		
NOV - Anella	NOV	728939-01		Rack No. E020.	9 5/8" 53.50W HCP-125 U.S. STEEL SEAMLESS CASING, BUTTRESS THREAD	FW141009	EI 126 A-5 ST-1 OCSG 1967	EA	NEW		14	642.9	0		
NOV - Anella	NOV	727189-01		Rack No. B057.	11 7/8" 71.80W Q-125 IC TENARIS SEAMLESS CASING, TSH 523 THREAD	SR141003	GC 64 A26 OCSG 1967	EA	NEW		21	954.85	0		
NOV - Anella	NOV	727046-01		Rack No. E079.	7 26.00W P-110 IC V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	S5 352 C-9 ST1 OCSG 1967	EA	NEW		2	89.1	0		
NOV - Anella	NOV	727046-01		Rack No. E079.	7 26.00W P-110 IC V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	S5 352 C-9 ST1 OCSG 1967	EA	NEW		5	221.25	0		
NOV - Anella	NOV	727046-01		Rack No. E079.	7 26.00W P-110 IC V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	S5 352 C-9 ST1 OCSG 1967	EA	NEW		2	89.1	0		
NOV - Anella	NOV	727046-01		Rack No. E079.	7 26.00W P-110 IC V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	S5 352 C-9 ST1 OCSG 1967	EA	NEW		6	261.02	0		
NOV - Anella	NOV	727046-05		Rack No. E079.	7 26.00W HCP-110 V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	S5 352 C-9 ST1 OCSG 1967	EA	NEW		1	45.3	0		
NOV - Anella	NOV	727046-02		Rack No. E079.	7 26.00W HCP-110 V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	S5 352 C-9 ST1 OCSG 1967	EA	NEW		11	513.3639	0		
NOV - Anella	NOV	727046-03		Rack No. E079.	7 26.00W HCP-110 V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	S5 352 C-9 ST1 OCSG 1967	EA	NEW		4	166.85	0		
NOV - Anella	NOV	727046-04		Rack No. E079.	7 26.00W HCP-110 V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	S5 352 C-9 ST1 OCSG 1967	EA	NEW		1	45.45	0		
NOV - Anella	NOV	727046-05		Rack No. E079.	7 26.00W HCP-110 V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	S5 352 C-9 ST1 OCSG 1967	EA	NEW		2	91.45	0		
NOV - Anella	NOV	727046-01		Rack No. E077.	7 26.00W HCP-110 V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	S5 352 C-9 ST1 OCSG 1967	EA	NEW		3	145.55	0		
NOV - Anella	NOV	727382-04		Rack No. E022.	7 26.00W P-110 IC V&M SEAMLESS CASING, API 8RD LONG THREAD	SR141500	S5 352 C-9 ST1 OCSG 1967	EA	NEW		2	89.1	0		
NOV - Anella	NOV	727382-01		Rack No. H053.	7 26.00W HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY	EA	NEW		1	46.9	0		
NOV - Anella	NOV	727382-01		Rack No. H053.	7 26.00W HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY	EA	NEW		3	141	0		
NOV - Anella	NOV	727382-01		Rack No. E022.	7 26.00W HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY	EA	NEW		3	139.95	0		
NOV - Anella	NOV	727382-02		Rack No. E022.	7 26.00W P-110 IC V&M STAL SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY	EA	NEW		1	41.85	0		
NOV - Anella	NOV	727382-02		Rack No. E022.	7 26.00W HCP-110 VOEST ALP SEAMLESS CASING, API 8RD LONG THREAD		INVENTORY	EA	NEW		6	249.6	0		
NOV - Anella	NOV	726939-01		Rack No. E028.	7 5/8" 29.20W P-110 IC TENARIS SEAMLESS CASING, TSH 513 THREAD	GO-14-1001-DH	M.P. 311 A-11 ST-2 MAIN 311 A-11 ST-2	EA	NEW		3	138.7269	0		
NOV - Anella	NOV	724645-05		Rack No. E033.	5 1/2" 29.00W HCP-110 U.S. STEEL SEAMLESS CASING, STL THREAD	TBA		EA	NEW		1	45.4	0		
NOV - Anella	NOV	3675639-02		Rack No. 2-336.	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS PUP JOINTS, API 8RD LONG THREAD	FW141502	EI-187 R2	EA	NEW		1	23.15	0		
NOV - Anella	NOV	3675639-02		Rack No. 2-336.	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS PUP JOINTS, API 8RD LONG THREAD	FW141502	EI-187 R2	EA	NEW		1	23.15	0		
NOV - Anella	NOV	3675138-01		Rack No. E028.	7" 32.00W P-110 IC TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141004	S.S.193 A6 ST16 OCSG 1987	EA	NEW		3	138.25	0		
NOV - Anella	NOV	3675138-02		Rack No. E028.	7" 32.00W HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141004	S.S.193 A6 ST16 OCSG 1987	EA	NEW		21	991.6	0		
NOV - Anella	NOV	3673667-02		Rack No. B021.	7" 32.00W HCP-110 TENARIS ALGOMAS SEAMLESS CASING, API 8RD LONG THREAD	FW141511	E. CAMERON 172 R2 OCSG 17858	EA	NEW		10	473.1	0		
NOV - Anella	NOV	3673667-01		Rack No. B021.	7" 32.00W HCP-110 TENARIS SEAMLESS CASING, API 8RD LONG THREAD	FW141511	E. CAMERON 172 R2 OCSG 17858	EA	NEW		16	752.05	0		
NOV - Anella	NOV	3669409-01		Rack No. B024.	10 3/4" 45.50W HCN-80 TPCO SEAMLESS CASING, BUTTRESS THREAD	SA-14-0006-DH	MP 153 B-3 OCSG 1967	EA	NEW		9	402.55	0		
NOV - Anella	NOV	3669409-01		Rack No. E016.	10 3/4" 45.50W HCN-80 TPCO SEAMLESS CASING, BUTTRESS THREAD	SA-14-0006-DH	MP 153 B-3 OCSG 1967	EA	NEW		1	46.5	0		
NOV - Anella	NOV	3669409-01		Rack No. B024.	10 3/4" 45.50W HCN-80 TPCO SEAMLESS CASING, BUTTRESS THREAD	SA-14-0006-DH	MP 153 B-3 OCSG 1967	EA	NEW		4	179.3	0		
NOV - Anella	NOV	3669375-01		Rack No. M102.	6" X4.1/2" 30.38W 15.50W (45.88W) HP113CR115(0) HP113CR115(0) JFE SEAMLESS	SG-13-0001-CC	DANTZLER WELLS MP 302 B-19	EA	USED		1	39.6	0		
NOV - Anella	NOV	3652486-02		Rack No. B040.	5" 18.00W P-110 IC V&M SEAMLESS CASING, BUTTRESS THREAD	FW141002	EI 187 R2 OCSG 10716	EA	NEW		5	226.1	0		
NOV - Anella	NOV	365026-02		Rack No. E044.	13 3/8" 72.00W HCP-110 TENARIS SEAMLESS CASING, BUTTRESS THREAD	FW141002	EI 187 R2 OCSG 10716	EA	NEW		1	42.65	0		
NOV - Anella	NOV	365026-01		Rack No. E044.	13 3/8" 72.00W HCP-110 U.S. STEEL SEAMLESS CASING, BUTTRESS THREAD	FW141002	HIGH RL A596 D-6 S/T	EA	NEW		1	38.1	0		
NOV - Anella	NOV	3648959-05		Rack No. E016.	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	SA-13-0031-DC	HIGH RL A596 D-6 S/T	EA	NEW		2	96.7	0		
NOV - Anella	NOV	3648959-06		Rack No. E016.	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	SA-13-0031-DC	HIGH RL A596 D-6 S/T	EA	NEW		1	51	0		
NOV - Anella	NOV	3648959-05		Rack No. E016.	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	SA-13-0031-DC	HIGH RL A596 D-6 S/T	EA	NEW		6	292.35	0		
NOV - Anella	NOV	3648959-07		Rack No. E016.	9 5/8" 53.50W HCP-110 TENARIS SEAMLESS CASING, TSH 523 THREAD	SA-13-0031-DC	HIGH RL A596 D-6 S/T	EA	NEW		1	48.6	0		
NOV - Anella	NOV	3648959-12		Rack No. E019.	9 5/8" 53.50W HCP-110 TAMSA SEAMLESS PUP JOINTS, TSH 513 THREAD	SA-13-0031-DC	GC 40 R1 S/T	EA	NEW		1	23.1	0		
NOV - Anella	NOV	3648910-02		Rack No. WWRK02.	5 1/2" 23.00W 13 CR-95 JFE SEAMLESS CASING, B7S-6 THREAD	SA-13-0031-DC	GC 40 R1 S/T	EA	USED		1	39.75	0		
NOV - Anella	NOV	3647733-01		Rack No. WWRK02.	OTHER, THREAD	142412	BIG BEND M.C. 698 #1	EA	USED		1	0	0		
NOV - Anella	NOV	3647733-01		Rack No. WWRK02.	OTHER, THREAD	142412	BIG BEND M.C. 698 #1	EA	USED		10	0	0		
NOV - Anella	NOV	3647733-03		Rack No. E017.	5 1/2" 23.00W 13 CR-95 JFE SEAMLESS CASING, B7S-6 THREAD	142412	BIG BEND M.C. 698 #1	EA	NEW		8	316.45	0		
NOV - Anella	NOV	3643149-01		Rack No. E022.	11 3/4" 65.00W HCP-110 U.S. STEEL SEAMLESS CASING, HYD 513 THREAD	SA-13-0031-DH	HI A595 D-6 ST-2 OCSG 2722	EA	NEW		15	620.45	0		
NOV - Anella	NOV	3643149-01		Rack No. E022.	11 3/4" 65.00W HCP-110 U.S. STEEL SEAMLESS CASING, HYD 513 THREAD	SA-13-0031-DH	HI A595 D-6 ST-2 OCSG 2722	EA	NEW		1	40.3	0		

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
NOV - Amella	NOV	3445458-01		Rack No. H053.	7 5/8" 33.70H HCP-110 TPCO SEAMLESS CASING, API 8RD LONG1 THREAD	SA-12-0029-DC	E.I. 120 #19 ST 2 CCSG-0060	EA	NEW		2	83.5		0	
NOV - Amella	NOV	3426202-01		Rack No. E031.	7 5/8" 33.70H HCP-110 TPCO SEAMLESS CASING, API 8RD LONG1 THREAD	SA-12-0066-DC	SHIP SHAL 153 AT ST1	EA	NEW		26	1156.1333		0	
NOV - Amella	NOV	3426202-01		Rack No. E031.	7 5/8" 33.70H HCP-110 TPCO SEAMLESS CASING, API 8RD LONG1 THREAD	SA-12-0046-DC	SHIP SHAL 153 AT ST2	EA	NEW		56	2490		0	
NOV - Amella	NOV	3384942-01		Rack No. EP17.	9 5/8" 52.85H HCP-125 TENARIS SEAMLESS CASING, SLX THREAD	SA-12-0008-DH	E.I. 118 BH ST1 CCSG-15242	EA	NEW		1	38.45		0	
NOV - Amella	NOV	3384942-01		Rack No. EP17.	9 5/8" 52.85H HCP-125 TENARIS SEAMLESS CASING, SLX THREAD	SA-12-0008-DH	E.I. 118 BH ST1 CCSG-15242	EA	NEW		1	45.45		0	
NOV - Amella	NOV	3386292-01		Rack No. E009.	10 3/4" 60.70H JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	SA-11-0010-DH	MOBILE BAY 800 #2	EA	NEW		1	41.85		0	
NOV - Amella	NOV	3386292-01		Rack No. E009.	10 3/4" 60.70H JFE-110T JFE SEAMLESS CASING, HYD 513 THREAD	SA-11-0010-DH	MOBILE BAY 800 #2	EA	NEW		4	168.6		0	
NOV - Amella	NOV	3386720-02		Rack No. B028.	4 1/2" 15.00H HCP-110 VORSTALP SEAMLESS TUBING, ULTRA SF THREAD	SA-11-0042-DC	S.S. 189 A10 CCSG-04232	EA	NEW		17	710		0	
NOV - Amella	NOV	3386720-08		Rack No. C042.	7" 38.00H HCP-125 TCA SEAMLESS CASING, VAM TOP THREAD	SA-11-0042-DC	S.S. 189 A10 CCSG-04232	EA	NEW		4	161.95		0	
NOV - Amella	NOV	3386720-01		Rack No. C042.	7" 38.00H P-110 TCA SEAMLESS CASING, VAM TOP THREAD	SA-11-0042-DC	S.S. 189 A10 CCSG-04232	EA	NEW		8	360.9		0	
NOV - Amella	NOV	3386747-03		Rack No. E009.	9 5/8" 53.00H HCP-110 TENARIS SEAMLESS CASING, HYD 513 THREAD	SA-12-0002-DH	M7 8 ST1 SUP 20649 G1118 ST1	EA	NEW		1	46.65		0	
NOV - Amella	NOV	3346938-01		Rack No. B024.	5 1/2" 36.00H Q-125 V8M ST AR SEAMLESS CASING, SU11 THREAD	SA-11-0001-DC	13944	EA	NEW		18	820.9		0	
NOV - Amella	NOV	3345139-01		Rack No. B011.	13 5/8" 88.20H JFE-125T JFE SEAMLESS CASING, GB CDE BUTTRESS THREAD	SA-11-0010-DH	MOBILE BAY 800 #2	EA	NEW		1	42.5		0	
NOV - Amella	NOV	3345139-01		Rack No. B011.	13 5/8" 88.20H JFE-125T JFE SEAMLESS CASING, GB CDE BUTTRESS THREAD	SA-11-0010-DH	MOBILE BAY 800 #2	EA	NEW		1	43.15		0	
NOV - Amella	NOV	3338002-01		Rack No. B040.	7" 32.00H Q-125 TCA SEAMLESS CASING, TC-11 THREAD	SA-11-0067-DC	M.P. 591-2	EA	NEW		6	259.25		0	
NOV - Amella	NOV	3327499-01		Rack No. M0C1.	11 7/8" 71.80H HCP-125 U STEEL ERW CASING, BUTTRESS THREAD	SA-11-0042-DH	04332	EA	NEW		1	42.95		0	
NOV - Amella	NOV	3327499-01		Rack No. B060.	11 7/8" 71.80H HCP-125 U STEEL ERW CASING, BUTTRESS THREAD	SA-11-0042-DH	S.S. 189 A10 CCSG- 04332	EA	NEW		20	853.305		0	
NOV - Amella	NOV	3320801-01		Rack No. E009.	9 5/8" 52.85H HCP-125 TENARIS SEAMLESS CASING, SLX THREAD	SA-11-0044-DH	W.C. 110 RD ST W.C. 110 RD ST	EA	NEW		2	92.45		0	
NOV - Amella	NOV	3322009-01		Rack No. E060.	11 7/8" 71.80H HCP-125 TENARIS SEAMLESS CASING, SLX THREAD	SA-11-0067-DH	W.C. 110 RD ST1	EA	NEW		10	427.95		0	
NOV - Amella	NOV	3316773-01		Rack No. E008.	11 3/4" 65.00H HCP-110 U STEEL SEAMLESS CASING, HYD 513 THREAD	SA-11-0044-DH	106	EA	NEW		1	40.45		0	
NOV - Amella	NOV	3316544-01		Rack No. B061B.	20" 94.00H J-55 NIPOM ERW CASING, BUTTRESS THREAD	SA-11-0067-DH	MP 591-2	EA	NEW		4	178.5		0	
NOV - Amella	NOV	325654-01		Rack No. EP12.	20" 94.00H J-55 V8M ERW CASING, BUTTRESS THREAD	SA-11-0043-DH	CCSG-8467 #2	EA	NEW		8	379.1		0	
NOV - Amella	NOV	325654-02		Rack No. 2-366.	20" 94.00H K-55 U STEEL SEAMLESS PUP JOINTS, BUTTRESS THREAD	SA-11-0043-DH	CCSG-8467 #2	EA	NEW		1	21.4		0	
NOV - Amella	NOV	325654-02		Rack No. 2-366.	20" 94.00H K-55 U STEEL SEAMLESS PUP JOINTS, BUTTRESS THREAD	SA-11-0043-DH	CCSG-8467 #2	EA	NEW		1	20.85		0	
NOV - Amella	NOV	3240441-01		Rack No. E008A.	20" 94.00H J-55 TPO ERW PUP JOINTS, BUTTRESS THREAD	SA-11-0043-DH	W.D. 128 RD-12	EA	NEW		2	39.85		0	
NOV - Amella	NOV	3238135-02		Rack No. EQ19.	20" 133.00H X-56 HUSTELL ERW CASING, GB BUTTRESS THREAD	SA-11-0009-DH	CCSG-10893	EA	NEW		2	87.5		0	
NOV - Amella	NOV	3238135-01		Rack No. EQ19.	20" 133.00H X-56 HUSTELL ERW CASING, BUTTRESS THREAD	SA-11-0009-DH	W.D. 128 RD-12 CCSG-10893	EA	NEW		11	478.85		0	
NOV - Amella	NOV	3212533-01		Rack No. H053.	7" 29.00H P-110 EC SEAMLESS CASING, HYD 523 THREAD	GO-10-0014-DH	SP 88 D-8 ST1 BP1 CCSG-10894	EA	NEW		32	1379.95		0	
NOV - Sheldon North	NOV	7754861-06		Rack No. 20-0508.	13 5/8" 88.20H VM-125 HC VMB SEAMLESS CASING, SU11 THREAD	FW151019	MISSISSIPPI CANON 519 B	EA	NEW		7	280.92		0	
NOV - Sheldon North	NOV	7754861-03		Rack No. 20-0627.	13 5/8" 88.20H Q-125 HC U STEEL SEAMLESS CASING, SU11 THREAD	FW151019	MISSISSIPPI CANON 519 B	EA	NEW		23	960.21		0	
NOV - Sheldon North	NOV	7754861-04		Rack No. 02-0511.	13 5/8" 88.20H Q-125 HC V8M TCA SEAMLESS CASING, SU11 THREAD	FW151019	MISSISSIPPI CANON 519 B	EA	NEW		18	743.48		0	
NOV - Sheldon North	NOV	7754861-05		Rack No. 20-0530.	13 5/8" 88.20H SM-125T SUMITOMO SEAMLESS CASING, SU11 THREAD	FW151019	MISSISSIPPI CANON 519 B	EA	NEW		21	819.19		0	
NOV - Sheldon North	NOV	7754861-02		Rack No. 20-0508.	13 5/8" 88.20H Q-125 HP U STEEL SEAMLESS CASING, SU11 THREAD	FW151019	MISSISSIPPI CANON 519 B	EA	NEW		7	306.76		0	
NOV - Sheldon North	NOV	7754861-01		Rack No. 20-0414.	13 5/8" 88.20H Q-125 VM6 SEAMLESS CASING, SU11 THREAD	FW151019	CANON 519 B	EA	NEW		48	2085.33		0	
NOV - Sheldon North	NOV	7722887-01		Rack No. 06-0704.	14" 116H Q-125CY TENARIS TM SEAMLESS CASING, TSH 523 THREAD	APE 191001	GREEN CANYON 40 #2	EA	NEW		31	1277.4807		0	
NOV - Sheldon North	NOV	7722887-01		Rack No. 06-0701.	14" 116H Q-125CY TENARIS TM SEAMLESS CASING, TSH 523 THREAD	APE 191001	GREEN CANYON 40 #2	EA	NEW		117	4823.6721		0	
NOV - Sheldon North	NOV	7708192-06		Rack No. 20-0724.	13 5/8" 88.20H Q125 HP USS SEAMLESS CASING, SU11 THREAD	BILL KO SUPPLY PO 10718	BILL KO SUPPLY PO 10718	EA	NEW		10	440		0	
NOV - Sheldon North	NOV	7708192-07		Rack No. 20-0726.	13 5/8" 88.20H Q-125 HC USS SEAMLESS CASING, SU11 THREAD	BILL KO SUPPLY PO 10718	BILL KO SUPPLY PO 10718	EA	NEW		9	396		0	
NOV - Sheldon North	NOV	7708192-05		Rack No. 20-0736.	13 5/8" 88.20H VM-125 HC VMB SEAMLESS CASING, SU11 THREAD	BILL KO SUPPLY PO 10718	BILL KO SUPPLY PO 10718	EA	NEW		3	132		0	
NOV - Sheldon North	NOV	7708192-04		Rack No. 20-0723.	13 5/8" 88.20H Q-125 HC TCA SEAMLESS CASING, SU11 THREAD	BILL KO SUPPLY PO 10718	BILL KO SUPPLY PO 10718	EA	NEW		2	88		0	
NOV - Sheldon North	NOV	7708192-03		Rack No. 20-0719.	13 5/8" 88.20H Q-125 HC TCA SEAMLESS CASING, SU11 THREAD	BILL KO SUPPLY PO 10718	BILL KO SUPPLY PO 10718	EA	NEW		33	1452		0	
NOV - Sheldon North	NOV	7708192-02		Rack No. 20-0730.	13 5/8" 88.20H SM-125S NISSAC SEAMLESS CASING, SU11 THREAD	BILL KO SUPPLY PO 10718	BILL KO SUPPLY PO 10718	EA	NEW		37	1467.1474		0	
NOV - Sheldon North	NOV	7688925-01		Rack No. 20-0346.	14" 116H Q-125CY TENARIS TM SEAMLESS CASING, TSH 523 THREAD	34356	14" Green Canyon 40 #2 ST	EA	NEW		5	206.4833		0	
NOV - Sheldon North	NOV	7678445-01		Rack No. 20-0553.	18" 117.00H Q125 HP USS SEAMLESS CASING, IOL THREAD	FW181011	GREEN CANYON 200 #7A-9	EA	NEW		27	1071.4384		0	
OES - Houma	Offshore Energy Services	FE145-1		Rack No. HW-RO-12-A09	BLAST JOINT (3.5" 10.30H 13CR110 HYPER 2 B7S-8 BOXP/IN 4FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	4		0	
OES - Houma	Offshore Energy Services	FE145-2		Rack No. HW-RO-12-A09	BLAST JOINT (3.5" 10.30H 13CR110 HYPER 2 B7S-8 BOXP/IN 4FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	4		0	
OES - Houma	Offshore Energy Services	FE145-3		Rack No. HW-RO-12-A09	BLAST JOINT (3.5" 10.30H 13CR110 HYPER 2 B7S-8 BOXP/IN 4FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	4		0	
OES - Houma	Offshore Energy Services	FE144-1		Rack No. HW-RO-12-A09	BLAST JOINT (3.5" 10.30H 13CR110 HYPER 2 B7S-8 BOXP/IN 4FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	4		0	
OES - Houma	Offshore Energy Services	FE144-2		Rack No. HW-RO-12-A09	BLAST JOINT (3.5" 9.30H 13CR110 HYPER 2 B7S-8 BOXP/IN 4FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	4		0	
OES - Houma	Offshore Energy Services	FE147-1		Rack No. HW-RO-12-A09	BLAST JOINT (3.5" 9.30H 13CR110 HYPER 2 B7S-8 BOXP/IN 4FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	4		0	
OES - Houma	Offshore Energy Services	FE147-2		Rack No. HW-RO-12-A09	BLAST JOINT (3.5" 9.30H 13CR110 HYPER 2 B7S-8 BOXP/IN 4FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	4		0	
OES - Houma	Offshore Energy Services	FE123-1		Rack No. HW-RO-14-A09	BLAST JOINT (3.5" 10.30H HYPER 2 12CR110 B7S-8 BOXP/IN 20FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	20		0	
OES - Houma	Offshore Energy Services	FE123-2		Rack No. HW-RO-14-A09	BLAST JOINT (3.5" 10.30H HYPER 2 12CR110 B7S-8 BOXP/IN 20FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	20		0	
OES - Houma	Offshore Energy Services	FE123-3		Rack No. HW-RO-14-A09	BLAST JOINT (3.5" 10.30H HYPER 2 12CR110 B7S-8 BOXP/IN 20FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	20		0	
OES - Houma	Offshore Energy Services	FE123-4		Rack No. HW-RO-14-A09	BLAST JOINT (3.5" 10.30H HYPER 2 12CR110 B7S-8 BOXP/IN 20FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	20		0	
OES - Houma	Offshore Energy Services	FE123-5		Rack No. HW-RO-14-A09	BLAST JOINT (3.5" 10.30H HYPER 2 12CR110 B7S-8 BOXP/IN 20FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	20		0	
OES - Houma	Offshore Energy Services	FE125-1		Rack No. HW-RO-16-A01	BLAST JOINT (3.5" 10.30H HYPER 2 12CR110 B7S-8 BOXP/IN 10FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	10		0	
OES - Houma	Offshore Energy Services	FE125-2		Rack No. HW-RO-16-A01	BLAST JOINT (3.5" 10.30H HYPER 2 12CR110 B7S-8 BOXP/IN 10FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	10		0	
OES - Houma	Offshore Energy Services	FE126-1		Rack No. HW-RO-16-A01	BLAST JOINT (3.5" 10.30H HYPER 2 12CR110 B7S-8 BOXP/IN 8FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	8		0	
OES - Houma	Offshore Energy Services	FE126-2		Rack No. HW-RO-16-A01	BLAST JOINT (3.5" 10.30H HYPER 2 12CR110 B7S-8 BOXP/IN 8FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	8		0	
OES - Houma	Offshore Energy Services	FE127-1		Rack No. HW-RO-16-A01	BLAST JOINT (3.5" 10.30H HYPER 2 12CR110 B7S-8 BOXP/IN 6FT)	KATMAH #1 & 2	KATMAH #1 & 2	EA	NEW		1	6		0	

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Proserve - Houston	Proserve	72317-A			BREAKER, CIRCUIT MFR:PROSERV/PN:ABB-MCB026-000,TYP MINI AMP 4 POLES 2P,SPCL FEATS TRP CHARACTERISTICS: C	140528	MC 948 GUNFLINT LONG LEAD	EA			2			47.64	
Proserve - Houston	Proserve	72328-A			CONTACT, AUXILIARY:MFR:PROSERV/PN:ABB-AC006-000MFR:ABB-CHCTC AIRGENT,1NO-1NC,SPCS SDE MOUNT,APPL 1200V MINI CIRCUIT BREAKER	140528	MC 948 GUNFLINT LONG LEAD	EA			2			25.96	
Proserve - Houston	Proserve	72333-A			FUSE,CARTIDGE:MFR:PROSERV/PN:MIS-EL329-000,AMP 1,WATL GLASS,DIM DIA 5 X LG 20 mm,SPCT 1 LBCTYP ANTI SURGE,PCKG QTY 10	140528	MC 948 GUNFLINT LONG LEAD	EA			2			1.3	
Proserve - Houston	Proserve	72375-A			BREAKER, CIRCUIT MFR:PROSERV/PN:ABB-MCB038-000,TYP MINI AMP 1 POLES 2P,SPCL FEATS TRP CHARACTERISTICS: C	140528	MC 948 GUNFLINT LONG LEAD	EA			3			51.2	
Proserve - Houston	Proserve	72385-A			BREAKER, CIRCUIT MFR:PROSERV/PN:ABB-MCB022-000,TYP MINI AMP 2 VOLT 400 POLES 2P AND 35 mm LG 88 mm SPCL FEATS 1/250 KG, DP 69 MM, ENCLOSURE IP 20, TYP CHARACTERISTICS: C	140528	MC 948 GUNFLINT LONG LEAD	EA			3			54.34	
Proserve - Houston	Proserve	71613-A			UNIT:MFR:PROSERV/PN:065-405,TYP ELECTRICAL POWERS,SPCL FEATS QTY: 5/BX	140528	MC 948 GUNFLINT LONG LEAD	EA			1			49231	
Proserve - Houston	Proserve	62440-A			VALVE, BALL:MFR:PROSERV/PN:07578,CONN 1 SZ 1/2 IN,CONN 1 TYP FNPT,CL 3000 PSI,STYL 2-WAY	140528	MC 948 GUNFLINT LONG LEAD	EA			1			49.7	
Proserve - Houston	Proserve	72305-A			VALVE, RELIEF:MFR:PROSERV/PN:08257,CONN SZ 1/2 IN,CONN TYP FNPT,PRESS RANGE 3000 PSI,MN,RLSN	140528	MC 948 GUNFLINT LONG LEAD	EA			1			620.12	
Proserve - Houston	Proserve	72306-A			VALVE, RELIEF:MFR:PROSERV/PN:08255,CONN SZ 1/8 X 3/8 IN,CONN TYP MP X FNPT,PRESS RANGE 2000 PSI,SET PRESS 16.5K PSI,BODY MATL SS,MATL GR 316,STFGDS SEAL: BUNA N,SPCL FEATS ADJUSTABLE INTERNAL,MN,RLS7	140528	MC 948 GUNFLINT LONG LEAD	EA			1			411.38	
Proserve - Houston	Proserve	72308-A			GAUGE, PRESSURE:MFR:PROSERV/PN:08257,PRESS RANGE 10000 PSIDIAL SZ 2.5 IN,CONN SZ 1/4 IN,CONN TYP FNPT,CONN LCTN LOWER BACK,MNTG FCITY PANEL,CASE MATL SS 316,FILLED GLYCERINE,SPCL FEATS BUILT-IN SHUBBER, BLOWOUT BACK	140528	MC 948 GUNFLINT LONG LEAD	EA			1			166.02	
Proserve - Houston	Proserve	72309-A			GAUGE, PRESSURE:MFR:PROSERV/PN:08256,PRESS RANGE 3000 PSIDIAL SZ 4 IN,CONN SZ 1/4 IN,CONN TYP FEMALE HP,CONN LCTN LOWER BACK,MNTG FCITY PANEL,CASE MATL SS 316,FILLED GLYCERINE,SPCL FEATS BLOWOUT BACK	140528	MC 948 GUNFLINT LONG LEAD	EA			1			271.76	
Proserve - Houston	Proserve	72310-A			TRANSMITTER, PRESSURE:MFR:PROSERV/PN:08360,RANGE 330-1000 PSI,O/P 4-20 MA,CONN SZ 1/4 IN,CONN TYP FEMALE NPT,DIAPH MATL SS 316,ELEC CONN 2-WAY	140528	MC 948 GUNFLINT LONG LEAD	EA			1			3290.36	
Proserve - Houston	Proserve	72312-A			TRANSMITTER, PRESSURE:MFR:PROSERV/PN:08360,RANGE 660-2000 PSI,O/P 4-20 MA,CONN SZ 1/4 IN,CONN TYP FEMALE NPT,DIAPH MATL SS 316,ELEC CONN 1/2 IN MALE NPT,SPCL FEATS EXP	140528	MC 948 GUNFLINT LONG LEAD	EA			1			4057.44	
Proserve - Houston	Proserve	72313-A			VALVE, BALL:MFR:PROSERV/PN:081862,OPRTD LOCKING HANDLE,CONN 1 SZ 1 IN,CONN 1 TYP FEMALE NPT,BODY MATL SS,MATL GR 316,STYL 2 WAY,STFGDS SEAL: PTFE,SPCL FEATS PRESSURE 6000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			1			1220	
Proserve - Houston	Proserve	72314-A			VALVE, BALL:MFR:PROSERV/PN:000263,CONN 1 SZ 3/8 IN,CONN 1 TYP FEMALE NPT,VENT,USJGN RTNG 10000 PSI,MATL SS,MATL GR 316,STFGDS SEAL: BUNA,SPCL FEATS PRESSURE: 2000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			2			953.82	
Proserve - Houston	Proserve	72315-A			VALVE, NEEDLE:MFR:PROSERV/PN:07589,CONN 1 SZ 1/4 IN,CONN 1 TYP FEMALE NPT,DSGN RTNG 1000 PSI,MATL GR 316,STFGDS SEAL: PTFE	140528	MC 948 GUNFLINT LONG LEAD	EA			2			175	
Proserve - Houston	Proserve	72316-A			VALVE, NEEDLE:MFR:PROSERV/PN:081602,CONN 1 SZ 1/4 IN,CONN 1 TYP FEMALE NPT,DSGN RTNG 1000 PSI,MATL SS,MATL GR 316,STFGDS SEAL: PTFE,SPCL FEATS PANEL MOUNT	140528	MC 948 GUNFLINT LONG LEAD	EA			1			338	
Proserve - Houston	Proserve	72318-A			VALVE, NEEDLE:MFR:PROSERV/PN:083937,CONN 1 SZ 1/4 IN,CONN 1 TYP FEMALE NPT,DSGN RTNG 1000 PSI,MATL SS,MATL GR 316,STFGDS SEAL: TEFON,SPCL FEATS VSTEM	140528	MC 948 GUNFLINT LONG LEAD	EA			2			241.26	
Proserve - Houston	Proserve	72319-A			VALVE, NEEDLE:MFR:PROSERV/PN:050492,MV,LOCK TYP DOUBLE BLOCK AND BLEED,CONN 1 SZ 1/4 IN,CONN 1 TYP FEMALE MP,DSGN RTNG 1000 PSI,MATL SS,MATL GR 316,STFGDS VITON ELASTOMER	140528	MC 948 GUNFLINT LONG LEAD	EA			1			248	
Proserve - Houston	Proserve	72320-A			VALVE, NEEDLE:MFR:PROSERV/PN:08374,TYP DOUBLE BLOCK AND BLEED, BALL,CONN 1 SZ 1/2 IN,CONN 1 TYP FEMALE NPT,CONN 2 SZ 1/4 IN,CONN 2 TYP FEMALE NPT,VENT,USJGN RTNG 1000 PSI,MATL SS,MATL GR 316,STFGDS SEAL: VITON	140528	MC 948 GUNFLINT LONG LEAD	EA			1			299.64	
Proserve - Houston	Proserve	72321-A			VALVE, NEEDLE:MFR:PROSERV/PN:082443,TYP DOUBLE BLOCK AND BLEED,CONN 1 SZ 1/4 IN,CONN 1 TYP FEMALE MP,CONN 2 SZ 1/4 IN,CONN 2 TYP FEMALE NPT (VENT),DSGN RTNG 15000 PSI,MATL SS,MATL GR 316,STFGDS VITON ELASTOMER	140528	MC 948 GUNFLINT LONG LEAD	EA			1			438.66	
Proserve - Houston	Proserve	72322-A			VALVE, BALL:MFR:PROSERV/PN:003028,CONN 1 SZ 1/4 IN,CONN 1 TYP FEMALE MP,BODY MATL SS,MATL GR 316,STYL 2 WAY,STFGDS SEAL: VITON,SPCL FEATS PRESSURE: 2000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			1			654.68	
Proserve - Houston	Proserve	72323-A			FILTER, ELEMENT:MFR:PROSERV/PN:090650/PN:080236,FITNG RETN 3 MIC,FITNG MATL SS 316,SEAL MATL VITON,DM 60 mm,PRESS RTNG 6500 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			1			232	
Proserve - Houston	Proserve	72324-A			FILTER, ELEMENT:MFR:PROSERV/PN:090654/PN:080816,FITNG RETN 10 MIC,FITNG MATL SS 316,SEAL MATL VITON,DM 30 mm,PRESS RTNG 6500 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			1			245.1	
Proserve - Houston	Proserve	72325-A			FILTER, ELEMENT:MFR:PROSERV/PN:090655/PN:080833,FITNG RETN 10 MIC,FITNG MATL SS 316,SEAL MATL VITON,DM 30 mm,PRESS RTNG 13000 PSI	140528	MC 948 GUNFLINT LONG LEAD	EA			1			416.1	
Proserve - Houston	Proserve	72326-A			WT. REGR:MFR:PROSERV/PN:030255/PN:077802,APPLT BLADDER ACCUMULAT,OR (PRESSURE: 5000 PSI),REF-15 USG	140528	MC 948 GUNFLINT LONG LEAD	EA			1			860	
Proserve - Houston	Proserve	72327-A			FUSE,MFR:PROSERV/PN:075350,CL CCAMP 1/8,VOLT 600 VDC	140528	MC 948 GUNFLINT LONG LEAD	EA			5			23.9	
Proserve - Houston	Proserve	72329-A			FUSE,MFR:PROSERV/PN:075404,CL CCAMP 1/4,VOLT 600 VDC	140528	MC 948 GUNFLINT LONG LEAD	EA			5			18.08	
Proserve - Houston	Proserve	72330-A			FUSE,MFR:PROSERV/PN:030331,CL CCAMP 2,VOLT 600 VDC	140528	MC 948 GUNFLINT LONG LEAD	EA			5			488.16	
Proserve - Houston	Proserve	72332-A			FUSE,MFR:PROSERV/PN:075806,CL CCAMP 1/2,VOLT 600 VDC	140528	MC 948 GUNFLINT LONG LEAD	EA			5			5.7	
Proserve - Houston	Proserve	72331-A			FUSE,MFR:PROSERV/PN:078613,CL CCAMP 10,VOLT 600 VDC	140528	MC 948 GUNFLINT LONG LEAD	EA			5			19.72	
Proserve - Houston	Proserve	71601-A			PLATE:MFR:PROSERV/PN:079441,APPLI WELDMENT: SC/M8 DERRIS COVER	140528	MC 948 GUNFLINT LONG LEAD	EA			1			2500	

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Proserve - Houston	Proserve	72302.A			COMPUTER, PERSONAL/MFR:PROSERV/PN090600.TYP WORKSTATION/DATA STRG	140528	MC 948 GUNFLINT	EA			1		297.66		
Proserve - Houston	Proserve	72303.A			CRCTY RAM 4 GB/HDD DRV 1 TB/OPTIONAL EXTRAS WIN 7 PROF.MFR:HP/MIN.Z230	140528	LONG LEAD	EA			1		311.91		
Proserve - Houston	Proserve	72304.A			VIDEO CARD/MFR:PROSERV/PN090603MFR:HP S52 23 IN:SPEC DISPLAY TYPE: LED ELITE	140528	LONG LEAD	EA			1		159.43		
Proserve - Houston	Proserve	72645.A			CARD, ELECTRONIC/MFR:PROSERV/PN090601.TYP GRAPHICS/APPLI 2 GB/MN:HP NVIDIA NVS 510	140528	LONG LEAD	EA			1		11.7		
Proserve - Houston	Proserve	72272.A			DIODE/MFR:PROSERV/PN-ALB-TEIO-000.TYP FORWARD BIAS TERMINAL SWITCH, NETWORK/MFR:PROSERV/PN060300/PORT QTY (2) COPPER, (1)	140528	LONG LEAD	EA			1		392.22		
Proserve - Houston	Proserve	72273.A			ETHERNET, UNMANAGED/PORT QTY 8 VOLT 9.6-32 VDC/DIM WD 40 X HT 134 X DP 79 mm.SPL FEATS ENCLOSURE: IP30, 30/00TX, 177G	140528	LONG LEAD	EA			1		207.06		
Proserve - Houston	Proserve	72274.A			TRANSMITTER, TEMPERATURE/MFR:PROSERV/PN-PRE-TMP001-000.TYP 2 WIRE, ROOM RANGE 6-70 DEG C/O P 4-20 mA/SUPPLY 8-35 VDC/SPL FEATS 95G, ENCLOSURE: IP30, DIMENSIONS: WD 121 X HT 70 X DP 25 MM	140528	LONG LEAD	EA			1		298.94		
Proserve - Houston	Proserve	72277.A			RELAY/MFR:PROSERV/PN044871.COIL VOLT 24 VDC/CHTCT ARNGEMNT XCO SPEC POLE QTY: 2P, POLARITY, FREE WHEELING DIODE, LED, MANUAL OVERRIDE, USE WITH BASE REL-AB004-500 (VFN 5-12)	140528	LONG LEAD	EA			2		19.26		
Proserve - Houston	Proserve	72278.A			BASE RELAY/MFR:PROSERV/PN044865.EQ MODEL:SERIES C12	140528	LONG LEAD	EA			2		8.26		
Proserve - Houston	Proserve	72279.A			FAN, ELECTRIC/MFR:PROSERV/PN069274MFR: HITACHI/ALR BASE PLNTH (800 MM)	140528	LONG LEAD	EA			1		41.06		
Proserve - Houston	Proserve	72280.A			FAN, ELECTRIC/MFR:PROSERV/PN069274MFR: HITACHI/ALR ELW CRCTY 800 m3/h,VOLT 115 WATT 170/225V,AMP 1.5/2.2,HC 50/60,MN:GT CTTY ROD:SPCL FEATS TEMPERATURE: 30-50 DEG C, WD 550 X HT 325 X DP 370 MM/APPLI TS TYPE CABINETS	140528	LONG LEAD	EA			1		532.34		
Proserve - Houston	Proserve	72281.A			ETHERNET, UNMANAGED/PORT QTY 8 VOLT 9.6-32 VDC/DIM WD 40 X HT 134 X DP 79 mm.SPL FEATS ENCLOSURE: IP30, 30/00TX, 177G	140528	LONG LEAD	EA			1		36.52		
Proserve - Houston	Proserve	72282.A			ETHERNET, UNMANAGED/PORT QTY 8 VOLT 9.6-32 VDC/DIM WD 40 X HT 134 X DP 79 mm.SPL FEATS ENCLOSURE: IP30, 30/00TX, 177G	140528	LONG LEAD	EA			1		236.88		
Proserve - Houston	Proserve	72283.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		371.26		
Proserve - Houston	Proserve	72284.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			5		6.16		
Proserve - Houston	Proserve	72285.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		216		
Proserve - Houston	Proserve	72286.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		2931.16		
Proserve - Houston	Proserve	72287.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		98.02		
Proserve - Houston	Proserve	72288.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		5116.6		
Proserve - Houston	Proserve	72289.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		1782.32		
Proserve - Houston	Proserve	72290.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		6695.36		
Proserve - Houston	Proserve	72291.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		538.98		
Proserve - Houston	Proserve	72292.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		734.52		
Proserve - Houston	Proserve	72293.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		291.42		
Proserve - Houston	Proserve	72294.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		328.76		
Proserve - Houston	Proserve	72295.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		569.6		
Proserve - Houston	Proserve	72296.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		408.24		
Proserve - Houston	Proserve	72297.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		0		
Proserve - Houston	Proserve	72298.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		4505.26		
Proserve - Houston	Proserve	72299.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		122.1		
Proserve - Houston	Proserve	72300.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			3		30.52		
Proserve - Houston	Proserve	72301.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		132.98		
Proserve - Houston	Proserve	71605.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			2 / One at Fieldwork Office		101685		
Proserve - Houston	Proserve	71602.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		59975		
Proserve - Houston	Proserve	71611.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		738462		
Proserve - Houston	Proserve	71599.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		121538		
Proserve - Houston	Proserve	71600.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		795		
Proserve - Houston	Proserve	71600.A			POWER SUPPLY/MFR:PROSERV/PN:RSC-EL005-000.TYP SWITCH MODE, /P VOLT 230 VAC, /O P VOLT 24 VDC,POWER RIG 800MM WD 80 X LG 125 X DP 125 mm,MN:GT CTTY DIN:ALL SPEC, 11 KG, REMOIT EMOFF AND D/C ON OPTIONS	140528	LONG LEAD	EA			1		3494.4		

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Superior - Lafayette	Superior Energy Services	W000688800		Staging	Staging			EA			5		1786		
Superior - Lafayette	Superior Energy Services	31101104-02		Staging	Staging			EA			1		4038		
Superior - Lafayette	Superior Energy Services	31101104-03		Staging	Staging			EA			1		4038		
Superior - Lafayette	Superior Energy Services	31101104-04		Staging	Staging			EA			1		4038		
Superior - Lafayette	Superior Energy Services	311069-01		Staging	Staging			EA			1		2905		
Superior - Lafayette	Superior Energy Services	W000688259		Staging	Staging			EA			1		2401		
Superior - Lafayette	Superior Energy Services	W000688269		Staging	Staging			EA			1		12477.5		
Superior - Lafayette	Superior Energy Services	W000681155-01		Staging	Staging			EA			1		34660.5		
Superior - Lafayette	Superior Energy Services	W000688268		Staging	Staging			EA			1		4161.5		
Superior - Lafayette	Superior Energy Services	W000688267		Staging	Staging			EA			1		2625		
Superior - Lafayette	Superior Energy Services	W000688266		Staging	Staging			EA			4		4938.5		
Superior - Lafayette	Superior Energy Services	W000688265		Staging	Staging			EA			1		8767.5		
Superior - Lafayette	Superior Energy Services	31068949-44A-08-7		Staging	Staging			EA			1		4595.5		
Superior - Lafayette	Superior Energy Services	W000688264		Staging	Staging			EA			1		4595.5		
Superior - Lafayette	Superior Energy Services	W000688260		Staging	Staging			EA			3		3920		
Superior - Lafayette	Superior Energy Services	W000688263		Staging	Staging			EA			1		1081.5		
Superior - Lafayette	Superior Energy Services	31098789-13		Staging	Staging			EA			1		5568.5		
Superior - Lafayette	Superior Energy Services	31098789-11		Staging	Staging			EA			1		1067.5		
Superior - Lafayette	Superior Energy Services	31098789-04		Staging	Staging			EA			1		1067.5		
Superior - Lafayette	Superior Energy Services	31100752-02		Staging	Staging			EA			6		4490.5		
Superior - Lafayette	Superior Energy Services	31100752-03		Staging	Staging			EA			1		4490.5		
Superior - Lafayette	Superior Energy Services	W000688261		Staging	Staging			EA			1		15501.5		
Superior - Lafayette	Superior Energy Services	W000688258		Staging	Staging			EA			1		16488.5		
Superior - Lafayette	Superior Energy Services	W000688608		Staging	Staging			EA			1		14651		
Superior - Lafayette	Superior Energy Services	W000688607		Staging	Staging			EA			1		14651		
Superior - Lafayette	Superior Energy Services	W000688606		Staging	Staging			EA			1		13828.5		
Superior - Lafayette	Superior Energy Services	W000688605		Staging	Staging			EA			1		13828.5		
Superior - Lafayette	Superior Energy Services	W000688602		Staging	Staging			EA			1		13828.5		
Superior - Lafayette	Superior Energy Services	W000688956		Staging	Staging			EA			1		37261		
Superior - Lafayette	Superior Energy Services	W000688255		Staging	Staging			EA			1		16387		
Superior - Lafayette	Superior Energy Services	W000688254		Staging	Staging			EA			1		29865.5		
Superior - Lafayette	Superior Energy Services	W000688252		Staging	Staging			EA			1		10328.5		
Superior - Lafayette	Superior Energy Services	31093934-01		Staging	Staging			EA			1		6902		
Superior - Lafayette	Superior Energy Services	W000688251		Staging	Staging			EA			1		10328.5		
Superior - Lafayette	Superior Energy Services	W000688250		Staging	Staging			EA			1		16275		
Superior - Lafayette	Superior Energy Services	W000688248		Staging	Staging			EA			1		55849.5		
Superior - Lafayette	Superior Energy Services	W000688247		Staging	Staging			EA			1		55849.5		
Superior - Lafayette	Superior Energy Services	31063836-13		Staging	Staging			EA			1		55849.5		
Superior - Lafayette	Superior Energy Services	W000687001		Staging	Staging			EA			1		1067.5		
Superior - Lafayette	Superior Energy Services	W000687005		Staging	Staging			EA			3		2401		
Superior - Lafayette	Superior Energy Services	31100215-03		Staging	Staging			EA			1		8508.5		
Superior - Lafayette	Superior Energy Services	31093936-02		Staging	Staging			EA			1		5568.5		
Superior - Lafayette	Superior Energy Services	W000687004		Staging	Staging			EA			1		10815		
Superior - Lafayette	Superior Energy Services	W000687003		Staging	Staging			EA			3		3920		
Superior - Lafayette	Superior Energy Services	W000686997		Staging	Staging			EA			1		2401		
Superior - Lafayette	Superior Energy Services	W000686996		Staging	Staging			EA			3		1786		
Superior - Lafayette	Superior Energy Services	31100215-01		Staging	Staging			EA			1		8508.5		
Superior - Lafayette	Superior Energy Services	31098272-02		Staging	Staging			EA			1		5887		
Superior - Lafayette	Superior Energy Services	W000683073		Staging	Staging			EA			6		1786		
Superior - Lafayette	Superior Energy Services	W000683074		Staging	Staging			EA			6		1786		
Superior - Lafayette	Superior Energy Services	W00068307		Staging	Staging			EA			6		1786		
Superior - Lafayette	Superior Energy Services	W000683066		Staging	Staging			EA			6		1786		
Superior - Lafayette	Superior Energy Services	W000683068		Staging	Staging			EA			6		1786		
Superior - Lafayette	Superior Energy Services	611827-19		Staging	Staging			EA			1		5848.5		
Superior - Lafayette	Superior Energy Services	W000683064		Staging	Staging			EA			1		3307.5		
Superior - Lafayette	Superior Energy Services	W000683034		Staging	Staging			EA			1		14315		
Superior - Lafayette	Superior Energy Services	W000683033		Staging	Staging			EA			1		16275		
Superior - Lafayette	Superior Energy Services	673496-05		Staging	Staging			EA			1		32406.5		
Superior - Lafayette	Superior Energy Services	W000683031		Staging	Staging			EA			1		6902		
Superior - Lafayette	Superior Energy Services	W000683032		Staging	Staging			EA			1		29865.5		
Superior - Lafayette	Superior Energy Services	W000683030		Staging	Staging			EA			1		5985		
Superior - Lafayette	Superior Energy Services	W000683029		Staging	Staging			EA			1		124401.2		
Superior - Lafayette	Superior Energy Services	W000683027		Staging	Staging			EA			1		20212.5		
Superior - Lafayette	Superior Energy Services	W000683026		Staging	Staging			EA			1		14315		
Superior - Lafayette	Superior Energy Services	W000683025		Staging	Staging			EA			3		4890.5		
Superior - Lafayette	Superior Energy Services	W000683022		Staging	Staging			EA			3		3080		
Superior - Lafayette	Superior Energy Services	683517-02		Staging	Staging			EA			1		4595.5		
Superior - Lafayette	Superior Energy Services	W000683021		Staging	Staging			EA			1		4595.5		
Superior - Lafayette	Superior Energy Services	TLD-002362-3		Storage	Storage			EA			1		6877.5		
Superior - Lafayette	Superior Energy Services	TLD-002362-2		Storage	Storage			EA			1		6585		
Superior - Lafayette	Superior Energy Services	31100215-01		Storage	Storage			EA			1		4135		
Superior - Lafayette	Superior Energy Services	W000684298		Storage	Storage			EA			1		6877.5		
Superior - Lafayette	Superior Energy Services	W000690407		Storage	Storage			EA			1		16014		
Superior - Lafayette	Superior Energy Services	W000690110		Storage	Storage			EA			1		1323		
Superior - Lafayette	Superior Energy Services	W000683054		Assembly	Assembly			EA			1		10328.5		
Superior - Lafayette	Superior Energy Services	W000683868		Storage	Storage			EA			1		5985		
Superior - Lafayette	Superior Energy Services	W000683888		Storage	Storage			EA			1		19950		
Superior - Lafayette	Superior Energy Services	W000683851		Storage	Storage			EA			1		13919.5		
Superior - Lafayette	Superior Energy Services	W000683851		Storage	Storage			EA			1		6951.5		
Superior - Lafayette	Superior Energy Services	W000684270		Storage	Storage			EA			1		124778.5		
Superior - Lafayette	Superior Energy Services	W000684270		Storage	Storage			EA			1		13919.5		
Superior - Lafayette	Superior Energy Services	31092744-05		Storage	Storage			EA			1		77199.5		
Superior - Lafayette	Superior Energy Services	W000683850		Storage	Storage			EA			4		4786		
Superior - Lafayette	Superior Energy Services	W000683849		Storage	Storage			EA			1		6877.5		

Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value
Superior - Lafayette	Superior Energy Services	W000687045		Storage				EA			1		12040		
Superior - Lafayette	Superior Energy Services	W000683848		Storage				EA			14		4095		
Superior - Lafayette	Superior Energy Services	W000683849		Storage				EA			1		13815		
Superior - Lafayette	Superior Energy Services	W000683846		Storage				EA			1		67615		
Superior - Lafayette	Superior Energy Services	W000683845		Storage				EA			1		16387		
Superior - Lafayette	Superior Energy Services	W000683845		Storage				EA			1		37861		
Superior - Lafayette	Superior Energy Services	W000684275		Storage				EA			1		32123		
Superior - Lafayette	Superior Energy Services	W000683844		Storage				EA			1		60515		
Superior - Lafayette	Superior Energy Services	W000683843		Storage				EA			1		124778.5		
Superior - Lafayette	Superior Energy Services	W000684273		Storage				EA			1		77199.5		
Superior - Lafayette	Superior Energy Services	W000684272		Storage				EA			1		13919.5		
Superior - Lafayette	Superior Energy Services	W000683843		Storage				EA			1		10815		
Superior - Lafayette	Superior Energy Services	W000683834		Storage				EA			1		4144		
Superior - Lafayette	Superior Energy Services	31093774-02		Storage				EA			1		6877.5		
Superior - Lafayette	Superior Energy Services	W000683831		Storage				EA			14		4095		
Superior - Lafayette	Superior Energy Services	W000683832		Storage				EA			1		5708.5		
Superior - Lafayette	Superior Energy Services	3109328-02		Storage				EA			1		33575.5		
Superior - Lafayette	Superior Energy Services	W000683903		Storage				EA			1		2460.5		
Superior - Lafayette	Superior Energy Services	W000683902		Storage				EA			1		5708.5		
Superior - Lafayette	Superior Energy Services	3109328-01		Storage				EA			1		33575.5		
Superior - Lafayette	Superior Energy Services	W000683900		Storage				EA			1		4144		
Superior - Lafayette	Superior Energy Services	W000683899		Storage				EA			1		2460.5		
Superior - Lafayette	Superior Energy Services	W000683898		Storage				EA			1		14315		
Superior - Lafayette	Superior Energy Services	W000683914		Storage				EA			1		127228.5		
Superior - Lafayette	Superior Energy Services	W000683913		Storage				EA			1		20212.5		
Superior - Lafayette	Superior Energy Services	W000686388		Storage				EA			1		8707.5		
Superior - Lafayette	Superior Energy Services	W000686387		Storage				EA			1		13876		
Superior - Lafayette	Superior Energy Services	W000683109		Storage				EA			1		13876		
Superior - Lafayette	Superior Energy Services	W000683108		Storage				EA			1		6037.5		
Superior - Lafayette	Superior Energy Services	W000683099		Storage				EA			1		6037.5		
Superior - Lafayette	Superior Energy Services	683271-02		Storage				EA			1		34660.5		
Superior - Lafayette	Superior Energy Services	W000683107		Storage				EA			1		4161.5		
Superior - Lafayette	Superior Energy Services	W000683104		Storage				EA			1		5848.5		
Superior - Lafayette	Superior Energy Services	W000683101		Storage				EA			4		4638.5		
Superior - Lafayette	Superior Energy Services	W000683098		Storage				EA			1		4161.5		
Superior - Lafayette	Superior Energy Services	68535-01		Storage				EA			1		16387		
Superior - Lafayette	Superior Energy Services	W000683097		Storage				EA			1		4081		
Superior - Lafayette	Superior Energy Services	W000683096		Storage				EA			1		55849.5		
Superior - Lafayette	Superior Energy Services	W000683095		Storage				EA			1		14315		
Superior - Lafayette	Superior Energy Services	68351-03		Storage				EA			1		3307.5		
Superior - Lafayette	Superior Energy Services	W000683094		Storage				EA			1		5848.5		
Superior - Lafayette	Superior Energy Services	W000683093		Storage				EA			4		4638.5		
Superior - Lafayette	Superior Energy Services	W000683092		Storage				EA			1		16387		
Superior - Lafayette	Superior Energy Services	W000683049		Storage				EA			1		4595.5		
Superior - Lafayette	Superior Energy Services	31068948-AA498-2		Storage				EA			1		8767.5		
Superior - Lafayette	Superior Energy Services	W000683020		Storage				EA			1		1876		
Superior - Lafayette	Superior Energy Services	TL5-02872-8		Assembly				EA			1		6972		
Superior - Lafayette	Superior Energy Services	TL5-02872-7		Assembly				EA			1		1285		
Superior - Lafayette	Superior Energy Services	PI056572		Assembly				EA			1		0		
Superior - Lafayette	Superior Energy Services	PI056571		Assembly				EA			1		0		
Superior - Lafayette	Superior Energy Services	203111 TRANSFER FR FMC HOU		203064	INSTRUMENT FLANGE BODY, 3 1/16, 15K DRILL CM-1, 13.3 LB TUBACK, ADAPTER ASSY, 13 1/2			EA			1		0		
Superior - Lafayette	Superior Energy Services	203077		203064	TUBING HEAD ASSY, 104-ET 9 3/4 HPE ETM P			EA			1		0		
Superior - Lafayette	Superior Energy Services	RM/C00984-L		203008	TERMINATING FLANGE ASSY, 1-18K BX-5PLC P			EA			1		0		
Superior - Lafayette	Superior Energy Services	RM/C99784-L		203008	1 1/16"-15K, Manual GV Assy			EA			1		3900		
Superior - Lafayette	Superior Energy Services	2005-07-15T		203008	GV ASSY SURFACE, M350 VLT, FE 3 1/16-15K			EA			1		0		
Superior - Lafayette	Superior Energy Services	2005-07-801H		203027	GV ASSY SURFACE, M350 VLT, FE 3 1/16-15K			EA			1		9750		
Superior - Lafayette	Superior Energy Services	2005-06-62T		203027	GV ASSY SURFACE, M350 VLT, FE 3 1/16-15K			EA			1		0		
Superior - Lafayette	Superior Energy Services	2005-06-61T		203027	GV ASSY SURFACE, M350 VLT, FE 3 1/16-15K			EA			1		50		
Superior - Lafayette	Superior Energy Services	2005-06-61T		203027	GV ASSY SURFACE, M350 VLT, FE 3 1/16-15K			EA			1		4980		
Superior - Lafayette	Superior Energy Services	30024518		203008	TEE CAP ADAPTER, B-31-AO, ASSY, 3 1/16-			EA			1		0		
Superior - Lafayette	Superior Energy Services	12506-01		203027	CROSS ASSY, C-600 (STD), 3 1/16 15K API			EA			1		0		
Superior - Lafayette	Superior Energy Services	W0H34626-01		203027	CROSS ASSY, C-600 (STD), 3 1/16 15K API			EA			1		8994.32		
Superior - Lafayette	Superior Energy Services	HT-5524-1		203008	MOE 12 LONG TERM PROTECTION CAP W/OUT RO			EA			1		3166		
Superior - Lafayette	Superior Energy Services	62661-13		203110 TRANSFER FR FMC HOU	TEE CAP ASSY, HES STYLE, SPLC, 7-1/16			EA			1		0		
Superior - Lafayette	Superior Energy Services	HO32321-02		203110 TRANSFER FR FMC HOU	TEE CAP ASSY, HES STYLE, SPLC, 7-1/16			EA			1		0		
Superior - Lafayette	Superior Energy Services	HO32334-02		203110 TRANSFER FR FMC HOU	TEE CAP ASSY, HES STYLE, SPLC, 7-1/16			EA			1		0		
Superior - Lafayette	Superior Energy Services	98-11179		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	LA6711		203027	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	98-1209-H		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	HO32390-01		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	HO32433-02		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	MW584993-01		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	MW584993-09		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	W021725-02		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	W021725-01		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203110 TRANSFER FR FMC HOU	GV ASSY, S/S, M310D FE, ACTIO, 3 1/16-18			EA			1		0		
Superior - Lafayette	Superior Energy Services	1054891-2		203											

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Exhibit D-1 (continued)

Facility	Facility Owner	Item Number	Serial No.	Location	Item Description	Project Number	Project Name	UDM	Condition	Wt. (lbs)	On Hand Qty	Length	Average Cost	Total Value	Wt% Net Value	
Ward Leonard - Houma	Ward Leonard				GENERATOR: 100KW MARATHON WITH JUNCTION BOXES PARTS, SN-WA-600753-46-16								0.01			
LAF-Southpark	Halliburton	ZCUSH101.603791		P7010	TECHHOLD PKR 7.32-35.3.880		SHELL TROKIA GC 200 TA 3	EA			1			5135	1	5135
LAF-Southpark	Halliburton	ZCUSH101.398678		C019	COMB CPU.G.3 1/2-12 UN-2B X 3 1/2 APNU		SHELL TROKIA GC 200 TA 3	EA			1			826	1	826
LAF-Southpark	Halliburton	ZCUSH101.522287		C585	LOC-NO-GO.3 1/2-9.20 VARSTI X 3 1/2-12		SHELL TROKIA GC 200 TA 3	EA			1			914.85	1	914.85
LAF-Southpark	Halliburton	ZCUSH101.522287		C585	LOC-NO-GO.3 1/2-9.20 VARSTI X 3 1/2-12		SHELL TROKIA GC 200 TA 3	EA			1			914.85	1	914.85
LAF-Southpark	Halliburton	ZCUSH101.522287		C585	LOC-NO-GO.3 1/2-9.20 VARSTI X 3 1/2-12		SHELL TROKIA GC 200 TA 3	EA			1			914.85	1	914.85
LAF-Southpark	Halliburton	ZCUSH101.603543		C010	SUBBOT MGP.5 1/2-10 UNS-2A X 5 1/4-10		SHELL TROKIA GC 200 TA 3	EA			1			917.92	1	917.92
LAF-Southpark	Halliburton	ZCUSH101.603791		P048	TECHHOLD PKR 7.32-35.3.880		SHELL TROKIA GC 200 TA 3	EA			1			4022.68	1	4022.68
LAF-Southpark	Halliburton	ZCUSH101.603791		C585	TECHHOLD PKR 7.32-35.3.880		SHELL TROKIA GC 200 TA 3	EA			1			4022.68	1	4022.68
LAF-Southpark	Halliburton	ZCUSH101.603791		C585	TECHHOLD PKR 7.32-35.3.880		SHELL TROKIA GC 200 TA 3	EA			1			4022.68	1	4022.68
LAF-Southpark	Halliburton	ZCUSH101.603791		P7010	TECHHOLD PKR 7.32-35.3.880		SHELL TROKIA GC 200 TA 3	EA			1			4022.68	1	4022.68
LAF-Southpark	Halliburton	ZCUSH101.652773		C5006	IN-2.750.513Q.3 1/2-9.2 VARSTI, B-P		SHELL TROKIA GC 200 TA 3	EA			1			728.83	1	728.83
LAF-Southpark	Halliburton	ZCUSH101.858738		C5011	PKR 7.32-35.4 1/2-4 AC-2G-UH .SCB		SHELL TROKIA GC 200 TA 3	EA			1			6494.54	1	6494.54
LAF-Southpark	Halliburton	ZCUSH101.939766		C585	LOC-NO-GO.4-13.20 VARSTI X 3 1/2-12 UN-2		SHELL TROKIA GC 200 TA 3	EA			1			793.54	1	793.54
LAF-Southpark	Halliburton	ZCUSH101.939766		C585	LOC-NO-GO.4-13.20 VARSTI X 3 1/2-12 UN-2		SHELL TROKIA GC 200 TA 3	EA			1			793.54	1	793.54
LAF-Southpark	Halliburton	ZCUSH100.008579		C028	GID TUBE.WD.5 3/8-10 UNS;7.32-38 X 4.00		SHELL TROKIA GC 200 TA 3	EA			1			493	1	493
LAF-Southpark	Halliburton	ZCUSH101.252847		C002	MOL.NWD.4 1/2-12 UN-2A X 4 1/2 AP-IC.7		SHELL TROKIA GC 200 TA 3	EA			1			889	1	889
LAF-Southpark	Halliburton	ZCUSH101.290361		C027	MULESHOE GID.3 1/2-12 UN BOX		SHELL TROKIA GC 200 TA 3	EA			1			268	1	268
LAF-Southpark	Halliburton	ZCUSH101.346768		C358	CLO SIV ASSY AMPT.5 1/4-10 UNS X 5-18		SHELL TROKIA GC 200 TA 3	EA			1			2643	1	2643
LAF-Southpark	Halliburton	ZCUSH101.346768		P11	CLO SIV ASSY AMPT.5 1/4-10 UNS X 5-18		SHELL TROKIA GC 200 TA 3	EA			1			2643	1	2643
LAF-Southpark	Halliburton	ZCUSH101.555004		C358	REDGG ADPR.2 1/4 OTIS-STX 2 3/8-4.60		SHELL TROKIA GC 200 TA 3	EA			1			415	1	415
LAF-Southpark	Halliburton	ZCUSH101.555004		C358	REDGG ADPR.2 1/4 OTIS-STX 2 3/8-4.60		SHELL TROKIA GC 200 TA 3	EA			1			415	1	415
LAF-Southpark	Halliburton	ZCUSH101.555547		C046	SEAL ASSY.2.650 X 2.1/4 OTIS-ST		SHELL TROKIA GC 200 TA 3	EA			1			415	1	415
LAF-Southpark	Halliburton	ZCUSH101.575482		C358	REDGG ADPR.2 3/8-4.60TSH 511 X 2 1/4		SHELL TROKIA GC 200 TA 3	EA			16			468.79	1	468.79
LAF-Southpark	Halliburton	ZCUSH101.575482		C358	REDGG ADPR.2 3/8-4.60TSH 511 X 2 1/4		SHELL TROKIA GC 200 TA 3	EA			1			461	1	461
LAF-Southpark	Halliburton	ZCUSH101.575482		C358	REDGG ADPR.2 3/8-4.60TSH 511 X 2 1/4		SHELL TROKIA GC 200 TA 3	EA			1			461	1	461
LAF-Southpark	Halliburton	ZCUSH101.575482		C5002	SEAL UNIT EXT.3 1/2-12 UN-IP-3.88		SHELL TROKIA GC 200 TA 3	EA			1			813	1	813
LAF-Southpark	Halliburton	ZCUSH101.944453		C5006	COL SHITTL.UB.1.2.770.41XX LAS		SHELL TROKIA GC 200 TA 3	EA			4			1532	1	1532
LAF-Southpark	Halliburton	ZCUSH102.004784		P11	TRV.IT.3 1/2-9.20 VARSTI B-P		SHELL TROKIA GC 200 TA 3	EA			1			148	1	148
LAF-Southpark	Halliburton	ZCUSH102.127370		C7012	FIDLOSS DVC.F52L.5.4702.2.770 .SCB		SHELL TROKIA GC 200 TA 3	EA			1			16617	1	16617
LAF-Southpark	Halliburton	ZCUSH102.132850		C5006	SEAL ASSY.2.880 X 3 1/2-12 UN-MID AFAS		SHELL TROKIA GC 200 TA 3	EA			5			595	1	595
LAF-Southpark	Halliburton	ZCUSH102.138028		C5006	PERF COL LOCTR.4.000 X 2 7/8 AP-1EU		SHELL TROKIA GC 200 TA 3	EA			1			2758	1	2758
LAF-Southpark	Halliburton	ZCUSH102.138040		C5006	MULESHOE GDE.3 1/4-8 UN-2B.BOX WITH BAF		SHELL TROKIA GC 200 TA 3	EA			1			374.23	1	374.23
LAF-Southpark	Halliburton	ZCUSH102.154734		C5006	SHR.IT ASSY.3 1/2-9.20 VARSTI, B-P		SHELL TROKIA GC 200 TA 3	EA			3			162	1	162
LAF-Southpark	Halliburton	ZCUSH102.004784		B6-R1-RW4	TRV.IT.3 1/2-9.20 VARSTI B-P		SHELL TROKIA GC 200 TA 3	EA			1			162	1	162
LAF-Southpark	Halliburton	ZCUSH102.004784		B6-R2-RW4	TRV.IT.3 1/2-9.20 VARSTI B-P		SHELL TROKIA GC 200 TA 3	EA			1			162	1	162
LAF-Southpark	Halliburton	ZCUSH102.127370		C7011	FIDLOSS DVC.F52L.5.4702.2.770 .SCB		SHELL TROKIA GC 200 TA 3	EA			1			16617	1	16617
LAF-Southpark	Halliburton	ZCUSH102.134650		C5006	LOC-NO-GO.3 1/2-9.20 VARSTI X 3 1/2-12		SHELL TROKIA GC 200 TA 3	EA			2			876.98	1	876.98
GE - Broussard	Offshore Energy Services	H10004-2			SCREW CAP HEX COLLAR, 2.000- 8 X 9.000 LGJUN-2A, LOW TEMPERATURE SERVICE		SHELL TROKIA GC 200 TA 3	EA			24			697	1	697
OES - Broussard	Offshore Energy Services	GPS241-1			3-WAY SHOOT AROUND 15" 9.20M AP913-110Y VARST-1 BOX / 5.5" 16.87#STL		SHELL TROKIA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GPS241-2			3-WAY SHOOT AROUND 15" 9.20M AP913-110Y VARST-1 BOX / 5.5" 16.87#STL		SHELL TROKIA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GPS233-6			COUPLING (B.5" 9.20M 13CRMI10 VARST-1)(C-LEVEL)		SHELL TROKIA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GPS233-1			CROSSOVER (5.5" 16.87# STL BOX / 3.5" 9.20M VARST-1 PIN AP913-110Y 2FT) (C-LEVEL)		SHELL TROKIA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GPS233-2			CROSSOVER (5.5" 16.87# STL BOX / 3.5" 9.20M VARST-1 PIN AP913-110Y 2FT) (C-LEVEL)		SHELL TROKIA GC 200 TA 3	EA			1			500	1	500
OES - Broussard	Offshore Energy Services	GPS233-2			PIP JOINT (B.5" 9.20M 13CRSI10 VARST-1 PIN/PIN 4FT) (C-LEVEL)		SHELL TROKIA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GPS233-2			PIP JOINT (B.5" 9.20M 13CRSI10 VARST-1 PIN/PIN 4FT) (C-LEVEL)		SHELL TROKIA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GPS239-3			PIP JOINT (B.5" 9.20M 13CRSI10 VARST-1 PIN/PIN 4FT) (C-LEVEL)		SHELL TROKIA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GPS239-4			PIP JOINT (B.5" 9.20M 13CRSI10 VARST-1 PIN/PIN 4FT) (C-LEVEL)		SHELL TROKIA GC 200 TA 3	EA			1			45	1	45
OES - Broussard	Offshore Energy Services	GPS240-1			PIP JOINT (B.5" 17#1.3CR110YHPTPI1 POK K PIN/PIN 4FT) (C-LEVEL)		SHELL TROKIA GC 200 TA 3	EA			1			45	1	45

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**Exhibit E**  
**Permits**

**Part 1. Co-Owned Permits**

<b>Block</b>	<b>Lease</b>	<b>Permit</b>
GI 32	00174	No active/pending permits at this time
GI 39	00126	No active/pending permits at this time
GI 39	00127	No active/pending permits at this time
GI 40	00128	APM Well No. M001 - Recom to PI E1
GI 41	00129	Segment 17191 - Pipeline Repair; In Review
GI 41	00130	No active/pending permits at this time
GI 42	00131	No active/pending permits at this time
GI 43	00175	No active/pending permits at this time
GI 44	00176	No active/pending permits at this time
GI 46	00132	No active/pending permits at this time
GI 47	00133	No active/pending permits at this time
GI 48	00134	No active/pending permits at this time
GI 52	00177	No active/pending permits at this time
GI 110	G13943	No active/pending permits at this time
GI 116	G13944	No active/pending permits at this time
MC 110	G18192	No active/pending permits at this time
SM 41	G01192	No active/pending permits at this time
SM 48	00786	No active/pending permits at this time
SM 149	G02592	C001 (APM for CT Cleanout/Modify Perfs)
SP 60	G01609	No active/pending permits at this time
ST 53	G04000	No active/pending permits at this time
ST 67	00020	No active/pending permits at this time
WD 67	00179	No active/pending permits at this time
WD 68	00180	No active/pending permits at this time

Block	Lease	Permit
WD 69	00181	No active/pending permits at this time
WD 70	00182	APMs for Well Nos. WD70 I002, I007 & L005 - Conductor Repairs Well No. I014 - Install Lower PB Valve Well No. O004 - TTRC to JR Sand
WD 71	00838	APMs for PA Well Nos. E006 & E009 WD71 Well Nos. O002 & O007- Conductor Repairs WD71 Well No. O008 - APM for PA
WD 94	00839	No active/pending permits at this time
WD 95	G01497	No active/pending permits at this time
WD 96	G01498	No active/pending permits at this time

## Part 2. Other Permits

Block	Lease	Permits
AT 023	G35015	No active/pending permits at this time
BS 025	G31442	No active/pending permits at this time
EC 345	G15156	No active/pending permits at this time
EW 789	G35805	No active/pending permits at this time
EW 790	G33140	No active/pending permits at this time
EW 828	G35806	No active/pending permits at this time
EW 834	G27982	No active/pending permits at this time
EW 835	G33707	No active/pending permits at this time
EW 1009	G34878	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
EW 1010	G34879	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
EW 1011	G34880	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
GC 39 A	G34966	Approved Revised EP Control No.R-6837 to drill/complete well B
GC 39 B	G36476	No active/pending permits at this time
GC 040	G34536	Revised DWOP in-review w/BSEE; approved Revised EP Control No.R-6837 to drill/complete wells C, F, I, J

Block	Lease	Permits
GC 041	G34537	Nothing pending for any Seller
GC 064	G34539	No permits are pending
GC 065	G05889	GC65 A - Proposed Helideck Repair Plan in review. GC65 A037 - Casing Departure Request; pending
GC 108	G14668	No active/pending permits at this time
GC 109	G05900	No active/pending permits at this time
GC 153	G36814	No active/pending permits at this time
GC 198	G36021	No active/pending permits at this time
GC 200	G12209	Supplemental EP Control No.S-7931 approved to drill TA010, TA012, TA014, TA016, TA017, TA018
GC 201	G12210	No active/pending permits at this time
GC 238	G26302	No active/pending permits at this time
GC 243	G20051	No active/pending permits at this time
GC 244	G11043	No active/pending permits at this time
GC 282	G16727	No active/pending permits at this time
GC 679	G21811	No active/pending permits at this time
GC 768	G21817	No active/pending permits at this time
HI 176	G27509	APM to PA Well No.'s 002 & 003
MC 118	G35963	No active/pending permits at this time
MC 119	G36537	No active/pending permits at this time
MC 162	G36880	No active/pending permits at this time
MC 163	G36538	No active/pending permits at this time
MC 171	G34428	No active/pending permits at this time
MC 172	G34429	No active/pending permits at this time
MC 206	G36540	No active/pending permits at this time
MC 297	G34434	No active/pending permits at this time
MC 380	G36544	No active/pending permits at this time
MC 424	G36545	No active/pending permits at this time
MC 435	G36772	No active/pending permits at this time
MC 436	G36773	No active/pending permits at this time

Block	Lease	Permits
MC 474	G35825	MC519 #2 - Casing Departure Request; pending
MC 518	G35828	No active/pending permits at this time
MC 519	G27278	Preparing RDOCD to capture new flowline installation
MC 562	G19966	No active/pending permits at this time
MC 563	G21176	No active/pending permits at this time
MC 691	G36400	No active/pending permits at this time
MC 697	G28021	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
MC 698	G28022	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
MC 742	G32343	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
MC 743	G36401	No active/pending permits at this time
MC 782	G33757	Active departure for #002 well for cycling zones (will continue to be renewed every 4 months)
MC 789	G36557	No active/pending permits at this time
MC 793	G33177	No active/pending permits at this time
MC 904	G36566	No active/pending permits at this time
MC 905	G36405	No active/pending permits at this time
MC 948	G28030	Approved SDOCD Control No. S-8000 for #001 well (SHL in MC948/BHL in MC992) to sidetrack & produce well + install 2 LT pipelines
MC 949	G32363	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
MC 992	G24133	Approved SDOCD Control No. S-8000 for #001 well (SHL in MC948/BHL in MC992) to sidetrack & produce well + install 2 LT pipelines
MC 993	G24134	Nothing filed under FW yet (previous Noble submittals need to be re-permitted under FW when operations determined)
SM 040	G13607	No active/pending permits at this time
SS 079	G15277	No active/pending permits at this time
SS 301	G10794	SOP Approved with contingency that the A004 recompletion will need to begin by January 31, 2021 Segment 11050 - Temp Cessation; In Review
ST 287	G24987	No active/pending permits at this time
ST 308	G21685	ST308 A002 - Casing Departure Request; pending
VR 078	G04421	No active/pending permits at this time
VR 229	G27070	No active/pending permits at this time



Block	Lease	Permits
VR 362	G10687	APM for VR362 A003 - Conductor Repair
VR 363	G09522	No active/pending permits at this time
VR 371	G09524	RPM for VR 371 A001 (TA) Segment 10675 - Temp Cessation; In Review
WD 57, WD 79, WD 80	G01449	No active/pending permits at this time
WD 79, WD 80	G01874	No active/pending permits at this time
WD 80	G01989	No active/pending permits at this time
WD 80	G02136	No active/pending permits at this time

Onshore Lease	Permits
SL-LA 15683	No active/pending permits at this time
SL-LA 17675	No active/pending permits at this time
SL-LA 17860	No active/pending permits at this time
SL-LS 19051	No active/pending permits at this time
SL-LA 19718	No active/pending permits at this time
SL-MS 23017	No active/pending permits at this time
SL-MS 170650	No active/pending permits at this time
SL-MS 230140	No active/pending permits at this time
SL-MS 230150	No active/pending permits at this time
SL-MS 231240	No active/pending permits at this time
SL-TX 5749	No active/pending permits at this time
SL-TX 5797	No active/pending permits at this time
SL-TX 24318	No active/pending permits at this time
SL-TX 106158	No active/pending permits at this time
SL-TX 106159	No active/pending permits at this time
SL-TX 114921	No active/pending permits at this time
SL-TX 172915	No active/pending permits at this time

Onshore Lease	Permits
SL-TX 172916	No active/pending permits at this time
SL-TX 178537	No active/pending permits at this time
SL-TX 183756	No active/pending permits at this time
SL-TX 185633	No active/pending permits at this time
SL-TX 186891	No active/pending permits at this time
SL-TX 191681	No active/pending permits at this time
SL-TX 207398	No active/pending permits at this time
SL-TX 227360	No active/pending permits at this time
SL-TX 234082	No active/pending permits at this time
SL-TX 255675	No active/pending permits at this time

[End of Exhibit E]